



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

July 8, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF BEACHES AND HARBORS: APPROVAL OF CONTRACTS
FOR HARBOR ENGINEERING CONSULTING SERVICES
(SUPERVISORIAL DISTRICTS 3 AND 4)
(3 VOTES)**

SUBJECT

This action is to award four contracts for harbor engineering services pertaining to Marina del Rey and County owned/operated beaches.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed action is not subject to the California Environmental Quality Act, as it does not meet the definition of a "Project" under Section 15378 of the CEQA Guidelines.
2. Approve award of and instruct the Chair to sign the contracts with TranSystems, Noble Consultants, Inc., Halcrow, Inc., and David Evans and Associates, Inc. for harbor engineering consultant services pertaining to Marina del Rey and County owned/operated beaches, effective July 29, 2008 for three (3) years, with two (2) one-year renewal options, for a maximum contract term of five years. The combined total maximum cost shall not exceed \$200,000 annually for non-storm related projects during the initial contract period or any option year. For storm related projects only, as-needed design, engineering, and environmental services shall not exceed \$2.38 million.

"To Enrich Lives Through Effective And Caring Service"

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Board of Supervisors
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First District

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Second District

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Third District

DON KNABE
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MICHAEL D. ANTONOVICH
Fifth District

3. Authorize the Acting Director of the Department of Beaches and Harbors to exercise up to the two (2) contract one-year renewal options with any or all of the contractors if, in the opinion of the Acting Director, the contractors have successfully performed the services during the previous contract period and the services are still required.
4. Authorize the Acting Director of the Department of Beaches and Harbors to increase the contract amount by a sum not to exceed 20 percent (\$40,000) during each contract year for additional, unforeseen consultant services within the scope of these contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contracts will enable the Department of Beaches and Harbors (Department) to continue to benefit from the services of harbor engineering consultants related to various projects within the Marina del Rey Small Craft Harbor and on various County owned/operated beaches, including storm related projects.

The Department has retained and benefited from harbor engineering consultant services since 1984. The current contracts with TranSystems, Noble Consultants, Inc., Halcrow, Inc., and David Evans and Associates, Inc. expire on July 28, 2008. The work performed has involved a number of waterside public and private improvements and repairs that require engineering services, as well as services for various capital projects identified to repair damage caused by the 2005 Winter Storms. In addition, beach facilities that may require engineering services include revetments, groins, jetties, and other infrastructure subject to tidal wave actions, as well as restrooms, maintenance yards, and parking lots. In order to carry out its mission of managing these properties, the Department continues to require the assistance of harbor engineering consultants.

Currently, the services are being provided by more than one contractor. Contracting with four consultants on an as-needed basis makes a broad spectrum of expertise available to perform various harbor engineering consulting assignments. The requested services are all of an extraordinary, professional, and technical nature and are needed on a part-time or intermittent basis.

Implementation of Strategic Plan Goals

The harbor engineering consulting services provided by the four consultants will promote and further the Board-approved Strategic Plan Goals of Service Excellence (Goal 1), enabling the Department to immediately respond to a need for specialized engineering services, and Fiscal Responsibility (Goal 4), providing retained as-needed professional services without the need for prolonged contracting processes.

FISCAL IMPACT/FINANCING

The annual compensation for the County-funded harbor engineering consulting services performed under these four (4) contracts shall not exceed \$200,000 in the aggregate for non-storm related projects during the contract period or any option year. This amount may be supplemented to the extent a lessee is obligated to reimburse the harbor engineering consultant's fees and expenses pursuant to the Process for Managing Marina del Rey Leasehold Extension Proposals, as approved by your Board on March 21, 1995. Subject to approval in the County budget process, the contracts provide that the Acting Director may increase the maximum annual amount of County-funded compensation by up to 20 percent in any year of the contract or any option year.

Each contract is written with a \$200,000 annual limit as to County-funded fees for non-storm related projects in order to provide maximum flexibility in deciding how much work (within the \$200,000 aggregate limit for the four contracts) to provide each consultant. Such fees will be payable based on hourly billings at specified contract rates.

With respect to storm related projects only, the current contracts expiring on July 28, 2008 include work authorization/funding not to exceed \$3.1 million, of which, the Department has expended approximately \$723,000. The proposed contracts should include a contract amount of \$2.38 million, which amount will solely be used on designing projects repairing storm damage and will not be eligible for use on other Marina or beach projects not related to the storms.

Operational Budget Impact

The Department has sufficient appropriation available in its Marina Budget Unit of the Department's Fiscal Year (FY) 2008-09 Final Recommended Budget to fund the \$200,000 aggregate contract cost. Any current unforeseen Beach services provided will be encumbered against and paid from the Beach Budget Unit.

With respect to storm related projects, sufficient one-time appropriation has been included in the FY 2008-09 Capital Projects/Refurbishment and Extraordinary Maintenance budgets to pay for FEMA/OES ineligible projects, County overhead costs, and the proposed design services. A total one-time appropriation of \$3.1 million was originally allocated for design of storm related projects, but approximately \$723,000 has already been spent on these design services, approximately \$2.38 million, thus, remaining.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of each contract is for three years, which also include a provision whereby the Acting Director of the Department of Beaches and Harbors may annually extend each contract for up to two one-year option periods after the initial three-year period, for a maximum contract term of five years. The contracts will commence on July 29, 2008.

The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Executive Office (CEO), and County Counsel requirements.

The contracts are not subject to the County's Living Wage Ordinance (Los Angeles County Code Chapter 2.201), because the services are of a technical nature and are being utilized on an as-needed basis.

The contracts have been approved as to form by County Counsel. The CEO's Risk Management Branch has approved the insurance coverage, indemnification, and liability provisions included in the contracts.

CONTRACTING PROCESS

This contract solicitation was advertised in the Los Angeles Times, the Daily Breeze, the Los Angeles Daily News, the Santa Monica Daily Press, the Lynwood Journal, the Compton Bulletin, the Eastside Sun, the Culver City News, and the Los Angeles Watts Times. The opportunity was also advertised on the County's Bid Web page (Attachment 1), as well as the Department's own Internet site. The Request for Proposals (RFP) was sent out by direct mail to a list of 42 engineering firms (Attachment 2).

Four firms submitted proposals, all of which met the RFP minimum requirements and were evaluated. A three-person evaluation committee composed of one staff member from the Department's Facilities and Property Maintenance Division, one from the Department's Planning Division, and a representative from the CEO evaluated the proposals based on a weighted evaluation of: (1) experience and organizational resources (300 points); (2) approach to contract requirements (300 points); (3) references (100 points); and (4) price (300 points). The committee determined that all four of the consultants had the ability, experience, and resources to provide the Department with quality harbor engineering consulting services, particularly as these same four consultants are currently under contract to provide these services to the Department.

The use of four contractors in appropriate situations will provide the needed flexibility to enable the Department to respond to its many and varied responsibilities in the most economical and professional manner.

Attachment 3 details the minority and gender composition of the qualifying firms. None of the firms submitting proposals are a County-certified Community Business Enterprise. However, on final consideration of award, the four recommended consultants were selected without regard to gender, race, creed, or color.

The Honorable Board of Supervisors
July 8, 2008
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

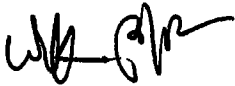
The Department has contracted for these harboring engineering consulting services for the past 24 years, and these contracts will continue that practice.

There will be no impact on other County services or projects.

CONCLUSION

Instruct the Executive Officer of the Board of Supervisors to send four (4) conformed copies of each contract to the Department of Beaches and Harbors, along with three (3) approved copies of this letter.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SHK:hh

Attachments (7)

c: County Counsel
Department of Beaches and Harbors

Award Information has not been added at this time.

Attachment 1

Bid Information**Bid Number :** DBH-27**Bid Title :** Harbor Engineering Services**Bid Type :** Service**Department :** Beaches and Harbors**Commodity :** ENGINEERING - HARBORS; JETTIES; PIERS; SHIP TERMINAL FACILITIES**Open Date :** 3/4/2008**Closing Date :** 4/1/2008 12:00 PM**Notice of Intent to Award :** [View Detail](#)**Bid Amount :** N/A**Bid Download :** [Available](#)

Bid Description : The Los Angeles County Department of Beaches and Harbors is seeking one or more contractors with experience in coastal engineering projects to provide consulting and engineering services. The Contractor (s) will work with Department staff and other Contractors on various projects within the Marina del Rey Small Craft Harbor and on various beaches within the County operated by the Department. Selection of a contractor will be based on the qualifications of the firms submitting proposals as well as their hourly rates for performing the work.

An Informational Meeting will be held at 10:00 a.m. on Tuesday, March 18, 2008 at the Boathouse Meeting Room in Chace Park, 13640 Mindanao Way, Marina del Rey. The deadline for submitting proposals will be 12:00 Noon, April 1, 2008.

Firms submitting proposals must have a minimum of five years' experience in engineering marine projects and current civil engineer registration with the California State Board of Registration for professional engineers and land surveyors. The County may require additional minimum qualifications.

To receive a copy of the RFP, either telephone (310) 306-0495, send an e-mail with Harbor Engineer RFP in the subject line to dpritchett@bh.lacounty.gov, visit http://lacounty.info/doing_business/main_db.htm, or write:

Department of Beaches and Harbors
Harbor Engineer RFP/Attn: Debra Pritchett
13637 Fiji Way
Marina del Rey, CA 90292
Fax: (310) 821-8155

Contact Name : Debra Pritchett**Contact Phone# :** (310) 306-0495**Contact Email :** dpritchett@bh.lacounty.gov**Last Changed On :** 3/4/2008 11:11:08 AM[Back to Last Window](#)[Back to Award Main](#)

Vendor List – Harbor Engineering Services

Gordon Fulton
TransSystems Corp.
6700 East Pacific Coast Highway
Suite 201
Long Beach, CA 90803

Ron Noble
Noble Consulting, Inc.
2201 Dupont Drive
Suite 620
Irvine, CA 92612-7509

Maria Marzoeki
David Evans and Associates, Inc.
800 North Haven Avenue
Suite 300
Ontario, CA
Mlm@deainc.com

Ron Everett
Hans Padron, Inc. (Halcro HPA)..?
6700 East Pacific Coast Highway
Suite 180
Long Beach, CA 90803

Randy Mason
Cash & Associates
5772 Bolsa Avenue
Suite 100
Huntington Beach, CA 92647

Russel Boudreau
Moffatt & Nichol Engineers
250 West Wardlow Road
Long Beach, CA 90807

Eric Takamura
Environet, Inc.
2850 Paa Street
Suite 212
Honolulu, HI 96819

David Hebert
CH2M Hill
3 Hutton Centre Drive
Suite 200
Santa Ana, CA 92707

Michael Gasparro
DMJM + Harris
999 Town & Country Road
Orange, CA 92668

David Cannon
Everest International Consultants, Inc.
444 West Ocean Boulevard
Suite 1104
Long Beach, CA 90802

John Kulpa
HNTB Corporation
601 West 5th Street
Suite 1010
Los Angeles, Ca 90071

Jalal Vakili
Ninyo & Moore
475 Goddard
Suite 200
Irvine, CA 92618

Carl Enson
Parsons Brinckerhoff Quade & Douglas, Inc.
444 South Flower Street
Suite 3700
Los Angeles, CA 90071

Karen Huhn
URS Corporation
2020 East First Street
Suite 400
Santa Ana, CA 92705

Ernie Schneider
Hunsaker & Associates
3 Hughes
Irvine, CA 92618

Kevin Padgett
Keith Companies, Inc.
P. O. Box 25127
Santa Ana, CA 92799-5127

Michael Greenspan
Kennedy/Jenks, Consultants
2151 Michaelson Drive, Suite 100
Irvine, CA 92612-1311

Attachment 2

Tim Bazley
Bluewater Design Group
2500 Via Cabrillo
Suite 200
San Pedro, CA 90731

Gan Mukhopadhyay
Kleinfelder, Inc.
16 Technology Drive
Suite 150
Irvine, CA 92618

Tim Townsend
Saiful/Bouquet Structural Engineers
150 East Colorado Boulevard
Suite 350
Pasadena, CA 91105

Sabrina Garcia
DCA Civil Engineering Group
17625 Crenshaw Boulevard
Suite 300
Torrance, CA 90504

Boris Reznikov
INCA Engineers, Inc.
900 Wilshire Boulevard
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Los Angeles, CA 90017

Matthew deWit
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11444 West Olympic Boulevard
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5995 South Sepulveda Boulevard
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Thomas@arcengineering.com

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Los Angeles, CA 90017
Philip_hadfield@urscorp.com

Wade Watson
KPFF Consulting Engineers
6080 Center Drive
Suite 300
Los Angeles, CA 90045

Sophia Espinoz
The Solis Group
234 North El Molino Avenue
Suite 202
Pasadena, CA 91101
se@thesolisgroup.com

Elvin W. Moon
E.W. Moon, Inc.
11311 Venice Boulevard
Los Angeles, CA 90066
ewmoon@ewmooninc.com

Angie Neumann
Jenkins/Gales & Martinez, Inc.
5933 West Century Boulevard
Suite 1000
Los Angeles, CA 90045
Aneumann@gminc.com

Brian Franklin
Mactec
200 Citadel Drive
Los Angeles, Ca 90040

Attachment 2

Andrea Russell
KJM & Associates
3 Park Plaza
Suite 470
Irvine, CA 92614-8505
arussell@kjmassoc.com

Christina Blantan
Diaz-Yourman
1616 East 17th Street
Santa Ana, CA 92705

Bob Filgas
Ben C. Gerwick, Inc.
1300 Clay Street, Suite 450
Oakland, CA 94612

Jose L. Echeverri
Morgner Technology Management
15260 Ventura Blvd., Suite 1080
Sherman Oaks, CA 91403

Jorge Castilo
Gateway Science & Engineering
300 North Lake Street, Suite 520
Pasadena, CA 91101

Vicki Gray
VLG Engineering
23172 Plaza Point Dr., Suite 178
Laguna Hills, CA 92653

Anne Mooney
Sprang & Mooney, Architecture
8405 Pershing Drive
Playa del Rey, CA 90293

Roger Soneja
Simplex
970 North Tustin Ave.
Anaheim, CA 92807

Gricelda Perez
Fernando Juarez & Associates, Inc.
111 North Glendale
Los Angeles, CA 90026

**HARBOR ENGINEER
FIRM/ORGANIZATION INFORMATION**

PROPOSER	Certified Local SBE	COMPOSITION	PARTNERS/ ASSOCIATE		MGRS		STAFF		TOTAL		
			M	F	M	F	M	F		M	F
TranSystems *	N	Black/African American			6	1	18	13	38		
		Hispanic/Latino			13	2	30	14	59		
		Asian or Pacific Islander			28	6	34	16	84		
		Amer. Indian/Alaska Native			2	1	3	0	6		
		Filipino American							0		
		White			466	89	345	156	1056		
		TOTALS	0	0	515	99	430	199	1243	945	298
Noble Consultants, Inc.	N	Black/African American							0		
		Hispanic/Latino			1				1		
		Asian or Pacific Islander			2			1	3		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White	2		2			3	7	7	4
		TOTALS	2	0	5	0	0	4	11	7	4
David Evans & Associates, Inc.	N	Black/African American	2	1	2	2	4	2	11		
		Hispanic/Latino	4	2	11	2	43	18	80		
		Asian or Pacific Islander	9	3	5	4	28	17	66		
		Amer. Indian/Alaska Native			1	1	5	3	10		
		Filipino American							0		
		White	204	54	55	21	381	222	937		
		TOTALS	219	60	74	28	461	252	1104	754	350
Halcrow, Inc. **	N	Black/African American					5	6	11		
		Hispanic/Latino					6	9	15		
		Asian or Pacific Islander					21	7	28		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White			17	3	82	33	135		
		TOTALS	0	0	17	3	114	55	189	131	58

* The owners of TranSystems are 291 shareholders and cannot be provided by race.

** Halcrow, Inc. is a wholly owned subsidiary of Halcrow Group Limited which is privately owned by Halcrow Trust and Employees. Race/Ethnic composition of this ownership is unavailable.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
TRANSYSTEMS**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and TranSystems (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the engineering services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6 and P-8 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of July 29, 2008 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued March 4, 2008.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the later of July 29, 2008 or the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two

one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration date of the Contract term or optional Contract Year or within 30 days, whichever is earlier, the offer shall be deemed revoked.

1.3.3 Extension to Complete Work Order.

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for harbor engineering services among all Contractors shall not exceed \$200,000. The County may, for non-storm related projects, at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for harbor engineering services may exceed the aforementioned \$200,000 to the extent that a lessee or other third party is obligated to reimburse the County for its harbor engineering expenses.

In addition, for storm related projects, the County may at its discretion expend an amount not to exceed \$2,380,000. These funds are primarily reimbursable from the Federal

Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance Budgets.

1.4.2 Increase of Contract Sum by Director.

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$200,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates.

Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's employee hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1. There are no other reimbursable expenses under this Contract.

1.4.4 Increase in Maximum Compensation Under Work Order.

The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order.

Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of

each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
TRANSYSTEMS**

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services, and expenses required for the performance of the Contract.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in

the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Maintain CAD Files. The Contractor shall maintain any computer-assisted drafting (CAD) files and other drafting documents prepared for the Department and shall deliver copies of the files and documents to the Department in the desired file format upon the Contract Administrator's request.

2.1.7 Contractor to Make Semi-Monthly Reports. The Contractor shall report to the Contract Administrator on a semi-monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.8 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR). The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 Engineers. Contractor shall provide the professional services of the civil engineers, structural engineers, harbor engineers, and

project managers identified in the Contractor's Proposal.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Provide professional engineering services and consultation as required to support the planning, facilities, and executive staff of the Department of Beaches and Harbors;
- Review development proposals, engineering drawings, and architectural plans and furnish advice on the feasibility and impact of the proposals;
- Review plans and specifications for proposed construction and repair;
- Evaluate plans and designs for proposed County facilities in Marina del Rey and on County-operated beaches;
- Provide construction management services for capital and refurbishment projects in Marina del Rey and on County-operated beaches;
- Review engineering technical documents;
- Prepare design drawings for smaller projects;
- Design co-owned shoreside structures;
- Review and update minimum standards for Marina construction;
- Evaluate and analyze structures built over water;
- Evaluate and analyze all maritime activities such as docking, maneuverability and design of docks, floats, and gangways;
- Review navigation and boating circulation within Marina del Rey and recommend changes;
- Review proposals, plans, and specifications for harbor dredging;
- Estimate costs and prepare construction budgets;
- Evaluate dock repairs, modifications, and improvements by lessees;
- Review proposals, plans, and specifications for beach sand replenishment;
- Review proposals, plans, and specifications for construction or repair of beach infrastructure, including revetments, groins, jetties, piers, and the like;
- Provide professional support as required for Departmental presentations to Beach Commission, Small Craft Harbor Commission, Design Control Board, Regional Planning Commission, Los Angeles County Board of Supervisors, California Coastal Commission, and other bodies;
- Upon reasonable notice, appear at such times and places as County may require to provide consulting services;
- Provide a structural engineering inspection of waterside improvements in Marina del Rey when directed by the CA;
- Provide a structural engineering inspection and an inspection report with respect to any possible structural deficiency of landside and waterside improvements;

- Perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the engineering profession and engineering specialty.

2.4.5 Contractor to Maintain Professional Registration. The Contractor shall maintain his or her California civil engineer registration throughout the term of the Contract and any extension period and shall inform the Department in writing immediately upon the

suspension, revocation, lapse, or other loss of professional registration. Such suspension, revocation, lapse, or other loss of professional registration shall be deemed a material breach of the Contract and shall be grounds for termination of the Contract pursuant to Section 3.16.

2.4.6 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

2.4.7.2 Drawings shall appear clean, well-executed, and professionally prepared.

2.4.7.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.5 Hourly services shall be accurately reported.

2.4.7.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
TRANSYSTEMS**

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance

coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements.

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by

the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract

without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a

prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of

the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the

County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-8, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.33.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the

Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

3.33.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.33.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 If the Contractor has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.33.9 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the

federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

3.36.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.36.2 Written Employee Jury Service Program.

3.36.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.36.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by

the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.36.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.37 SAFELY SURRENDERED BABY LAW.

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The

fact sheet is set forth in Exhibit 3 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Saely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

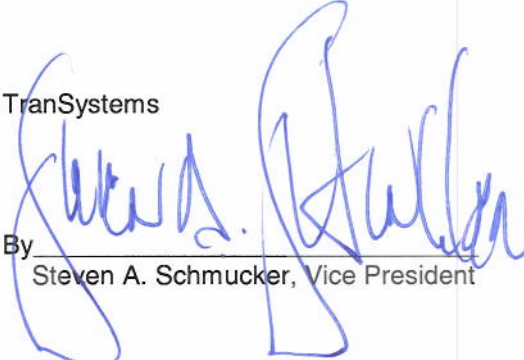
3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all

such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year first written above.

TranSystems


By Steven A. Schmucker, Vice President

By 
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By 
Deputy

By 
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy

ADOPTED
BOARD OF SUPERVISORS

23

JUL 08 2008


SACHI A. HAMAI
EXECUTIVE OFFICER

REQUEST FOR PROPOSALS FOR HARBOR ENGINEER OFFER TO PERFORM

Proposer:Name: TranSystemsAddress: 6700 East Pacific Coast HWY, Suite 201Long Beach, CA 90803Phone: (562) 594-6974 Fax (562) 594-6975**To:** Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide civil engineering consultation and services in connection with property located within the Marina del Rey Small Craft Harbor and on County-operated beaches on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

As there are no Contractor reimbursable expenses allowed for these services (Contract Section 1.4.3), the hourly rates submitted for each job title shall include all overhead required for performance of the Contract. The rate(s) for services shall be:

Job Title:**Hourly Rate:**

(Please see attached rate sheet)

Dollars (\$ _____)

Dollars (\$ _____)

Dollars (\$ _____)

Dollars (\$ _____)

The proposal is subject to the following additional conditions:

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture
☐ limited liability company ☐ other: _____

State of organization: CA Principal place of business: Long Beach

Authorized agent for service of process in California:

Steven A. Schmucker, 6700 East Pacific Coast HWY, Suite 201, Long Beach, CA 90803 (562) 584-6974

Name

Address

Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Steven A. Schmucker, Vice President, (562) 594-6974

Name

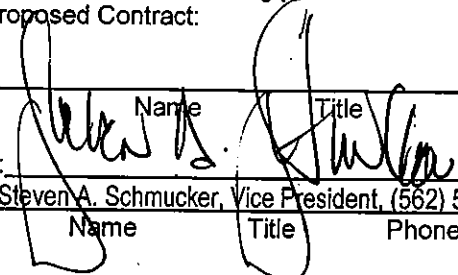
Title

Phone

Name

Title

Phone

Dated: 4-1-08Proposer's signature: 

Steven A. Schmucker, Vice President, (562) 594-6974
 Name Title Phone



TranSystems

FEE SCHEDULE

On-Call Services Three-Year Blended Rate Sheet
(Effective April 01, 2008 thru April 01, 2011)

Professional and Technical Personnel Classifications

Principal Project Manager	\$210.00
Alternate Project Manager	\$190.00
Principal Engineer	\$195.00
Senior Project Manager	\$172.00
Area Construction Manager	\$155.00
Senior Construction Manager	\$140.00
Construction Manager / Resident Engineer	\$125.00
Project Engineer	\$100.00
Cost Estimator	\$100.00
Senior Planner / Permit Specialist	\$104.00
LEED Certified Inspector	\$110.00
CADD Operator/Drafter	\$95.00
Inspector/Construction Observer	\$65.00 - \$85.00
Assistant Construction Manager / Field Engineer	\$60.00 - \$80.00
Clerical	\$65.00

EXCEPTIONS AND GENERAL INFORMATION

1. The Scope of Work does not include payment of fees to Regulatory Agencies for applications, permits, reports or prints.
2. Changes in the Scope of Work will be deemed "Extra Services" and will be billed at the hourly rates presented in the above Fee Schedule, or at a negotiated price agreed upon prior to the performance of the services. The Consultant is required to obtain written approval prior to commencing services outside the original scope.
3. The Scope of Work does not include any reproductions or copies. All prints and reimbursable expenses, such as delivery charges and sub-consultants, will be invoiced at cost.
4. This proposal fee schedule is a firm offer for a sixty (60) day period.

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about engineers, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Steven Schmucker			Principal-In-Charge
Cameron Duncan			Project Manager
Greg Mailho			Project Engineer
Juan Garcia			Project Engineer
Marian Rule Cope			Project Engineer
Glen Estrella			Senior Construction Manager
Mike Helma			Lead Construction Manager
Gil Conn			Regulatory Permitting

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** Brian Larson

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Magdy A. Francis, PE	M.A. Francis & Assoc.	Subconsultant	Electrical & Mechanical Engineering	2111 Business Center Dr., Suite 220; Irvine, CA 92612	949.263.6640

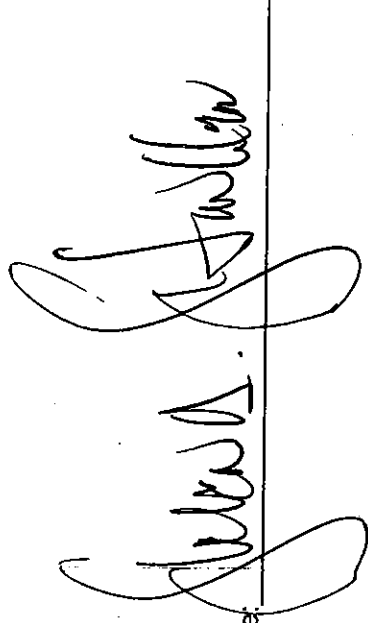
4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Cameron Duncan	P.E. Structural Engineer	Civil: C45648 / Structural: S4150
Marian Rule Cope	P.E. Civil Engineer	Civil: 37130
Juan Garcia	P.E. Civil Engineer	Civil: C72060

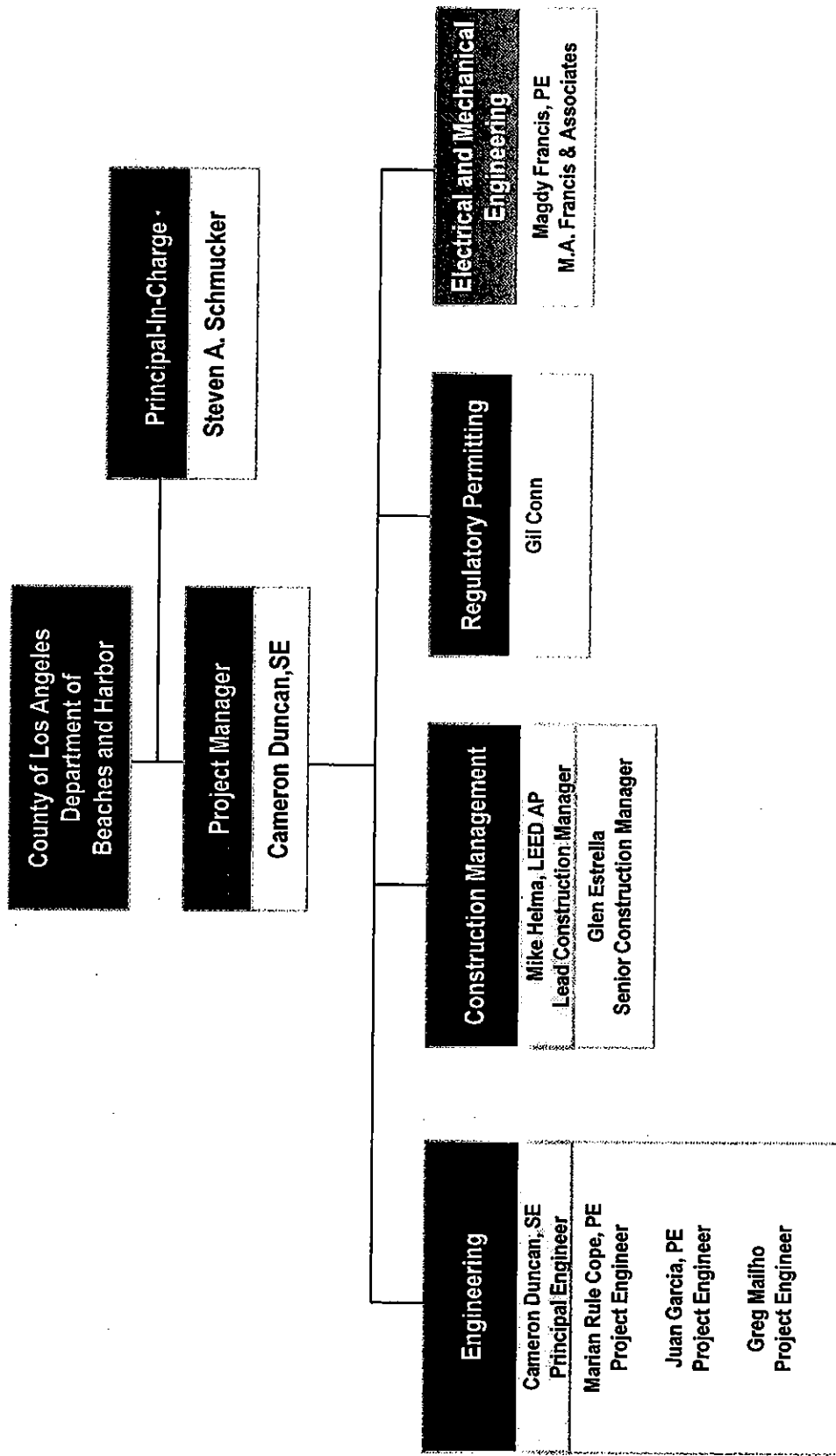
5. STATEMENT OF APPROACH TO THE SCOPE OF WORK:


Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items:


- How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;
- Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;
- Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and
- Proposer's ability to provide professional quality engineering drawings and other work product.

Signature: 

Organization Chart



 = TranSystems Team

 = Subconsultant

Proposal
Harbor Engineering
Marina del Rey, CA

TranSystems

Steven Arthur Schmucker – Principal-In-Charge**Education**

B.A., Psychology Candidate
Colorado State University

Years of Experience 11

Years with Firm 11

Professional Experience

Mr. Schmucker has more than 20 years of experience in project management focused on both public works and commercial construction projects. Through the years, he has managed more than fifteen major construction projects that include complex rehabilitation projects, such as the \$23M multi-phase Marina del Rey Seawall Restoration. As TranSystems Area Manager, Mr. Schmucker provides high-level oversight of multiple projects simultaneously, directing the activities of four senior construction managers as well as managing a staff of 12.

Mr. Schmucker has an impressive record with TranSystems with each of his projects coming in on-time, within budget and without claims. As a Construction Manager, his responsibilities range from complete construction monitoring to quality assurance and control, as well as facilitating communications between owner, architect, consultants and general contractor. Mr. Schmucker's "hands-on" management style allows him to communicate effectively across every level in the design and construction environment.

His excellent public outreach skills and leadership were key during a three-year, multi-project \$35 Million program with the City of Huntington Beach, which consisted of an on-call contract for all of the City's capital improvement projects. In a recent letter, Eric Charlonne, Contract Administrator for the City of Huntington Beach, wrote that Mr. Schmucker's service "has been, without question, of paramount importance in bringing the projects in under budget and on time."

WATERSIDE PROJECTS

Marina del Rey Seawall Restoration Project, Marina del Rey, CA. Mr. Schmucker was the construction manager in charge of the second phase of structural repair and the impressed current cathodic protection system. Mr. Schmucker is also the day to day contact for TranSystems' Harbor Engineer On-Call consulting contract with the County of Los Angeles Department of Beaches and Harbors.

Alamitos Bay Marina Refurbishment, Long Beach, CA Principal-in-Charge for \$68M design-build marina rehabilitation project, including basin and main channel dredging, seawall repair, replacing the deteriorated wood docks with new concrete docks and piling, upgrading the utility infrastructure, new restrooms and refurbished parking areas. Phasing of the construction work is required to accommodate the relocation of current slip tenants to alternate temporary locations during the course of the work. Mr. Schmucker will also assist the City in making sure that the project is a benchmark of environmentally-friendly marina construction.

Downtown Shoreline Marina, Long Beach, CA Principal-in-Charge for \$32M design-build rehabilitation project that encompasses the main Downtown Marina as well as Rainbow Harbor, with a total of 1,800 boat slips. The rehabilitation will focus on converting the current wooden double-loaded slips into single-loaded concrete slips and provide berths for larger, modern boat sizes. The project is being built to LEED standards.

Boeing Sea Launch Pier 16, Long Beach, CA Principal-in-Charge overseeing construction management services for a series of repairs at Boeing Sea Launch Pier 16. The project involves the demolition and replacement of the approach span and replacement of the approach span abutments, concrete repair of the deck, mooring island pile replacement, fender demolition and installation of four new dolphins with fendering and accessories.

Hermosa Beach Pier, Hermosa Beach, CA. Mr. Schmucker was both the Area Construction Manager and Program Manager for this multi-phased project. The City of Hermosa Beach selected TranSystems to be the Construction Manager for the Hermosa Beach Pier Restoration project, as well as the Program Manager for the \$2M Phase II Pier Enhancement project.

PARK/RECREATION PROJECTS

Huntington Beach Central Park Sports Complex, Huntington Beach, CA Principal-in-Charge for Construction Management of a 45-acre sports complex, which includes public plazas and a fully landscaped park that boasts eight regulation-sized baseball fields, two 1,680 square-foot concession stand/restroom buildings with full utilities and a 900 square-foot maintenance building.

Roland E. Bigonger Park Upgrade, Yorba Linda, CA Principal-in-Charge for Construction Management of a series of facilities improvements and ADA access upgrades to an in-use community park.

Cerritos Lake Rehabilitation, Los Angeles County, CA. Mr. Schmucker was the Area Construction Manager for this lake upgrade project. This project included upgrades to the lake water infusion system and improvements to the surrounding hardscape and landscaping.

Devil's Punchbowl Water Tank Refurbishment, Los Angeles County, CA. Mr. Schmucker provided construction management services on this project for the Department of Parks and Recreation. Work included removal of the existing coating inside the water tank, and installation of a new epoxy system. Water samples were collected by TranSystems and submitted to a local laboratory for analysis. The tank was refilled with water and returned to use by the County.

Belmont Pool Renovation, Long Beach, CA Principal-in-Charge overseeing assessment, design and construction management of renovations to a City-owned swimming pool.

City of Orange / Park Standards, Orange, CA Principal-in-Charge for constructability review of project plans at the 60% and 90% development phase and part-time construction management services.

Hart Park Ballfield Renovation, Orange, CA Principal-in-Charge for constructability review of the project plans at the 60% and 90% development phase and part-time construction management services.

West Covina Sportsplex, West Covina, CA Principal-in-Charge for constructability review of the City of West Covina Sportsplex – Big League Dreams project for the developer, Heinbuch Golf, LLC.

Schabarum Park Estimate, Los Angeles, CA Principal-in-Charge for constructibility review of the Schabarum Park Renovations Project for the County of Los Angeles.

Jack Nichol Park, Long Beach, CA Principal-in-Charge for Construction Management of the new park facility for the Department of Public Works, City of Long Beach.

MUNICIPAL PROJECTS

Huntington Beach Pier Plaza, Huntington Beach, CA. Mr. Schmucker was the full-time, on-site construction manager for the \$4.5 M Huntington Beach Pier Plaza Project. This project was constructed to accommodate a variety of uses: public performances area, walking and viewing area, and eating area. Elements of construction included sandwalls, restrooms, sculptures, specialty pavements, parking lots, and extensive hardscape and landscape. He was responsible for both inspection and construction management functions.

Huntington Beach Maintenance Facility, Huntington Beach, CA Principal-in-Charge for Construction Management of a new structure that provides a repair facility, administrative offices and a storage area for the equipment used by the City to maintain the beach.

Huntington Beach South Beach Phase I Rehabilitation, Huntington Beach, CA Principal-in-Charge for Construction Management of site improvements including concession facilities, restrooms, walkways, upgrade to existing parking lots, ada access, outdoor shower and foot wash areas and trash enclosures.

Huntington Beach South Beach Phase II Rehabilitation, Huntington Beach, CA Principal-in-Charge for Construction Management of site improvements including the construction of new Junior Lifeguard Headquarters and the Vincent G. Moorehouse Lifeguard Headquarters, renovation of parking lot, landscaping, security lighting, showers, and beach path; three new restroom buildings, improved RV camping facility with hookups, new viewpoint and mini-amphitheater at First Street.

Hermosa Beach City Hall Renovations, Hermosa Beach, CA Principal-in-Charge for Construction Management of tenant improvements to the existing offices, the addition of a new HVAC system to the entire City Hall complex and the installation of several ADA compliant elements.

Brea Downtown Enhancement, Brea, CA Principal-in-Charge, overseeing construction management services as part of a downtown enhancement project. Mr. Schmucker's team oversaw the installation of new underground electrical and audio conduits to all existing trees along Brea Boulevard and on Birch Street west of Brea. Each corner of the Brea/Birch intersection was enhanced with new palm trees, tree lighting, and canopies. Street print paving provided a unique final touch. This decorative finish involves heating the existing asphalt and using a pre-formed stamp to imprint a design or pattern.

Brea Sewer Lift Station, Brea, CA Principal-in-Charge, overseeing construction management services for a master sewer upgrade project. The work consists of constructing new 15", 24" and 27" VCP sewer main; construction of new 48" and 60" diameter manholes; construction of a new 48" diameter drop-manhole; removal and replacement of existing PCC pavement, AC pavement, PCC curb and gutter, PCC sidewalk, the construction of a complete sewer lift station, the construction of PVC conduits, rough grading, PVC drainage improvements; traffic control and replacement of existing striping.

Constructibility Reviews, Newport Beach, CA Principal-in-Charge for constructibility reviews for several projects in Newport Beach.

Long Beach / Main Library Electrical Utilities Upgrades Phase I, Long Beach, CA Principal-in-Charge for project that involved providing upgraded electrical circuits and light dimming panel for auditorium lighting system.

Brea Museum & Misc Tasks, Brea, CA Principal-in-Charge for the Brea Museum waterproofing repair project for the Department of Public Works, City of Brea.

Placerita Canyon Improvements, Newhall, CA Principal-in-Charge for cost estimating services for improvement projects in the Placerita Canyon Natural Area in Los Angeles County, CA.

Pond Fill Project, Newport Beach, CA Principal-in-Charge for the Pond Fill Project for Big Canyon Country Club in Newport Beach. TranSystems provided Construction Management Services to assist in plan development, bidding and construction.

Slope Repair, Newport Beach, CA Principal-in-Charge for the Slope Repair project for Big Canyon Country Club in Newport Beach.

Cameron David Duncan – Project Manager**Registrations**

Professional Engineer (Civil): CA, 1990

Professional Engineer (Structural): CA, 1998

Education

B.S., Structural Engineering

Cal Poly, San Luis Obispo, 1986

Affiliations & Memberships

American Society of Civil Engineers

Structural Engineer-Board Member for the City of San

Diego Building Department Board of Appeals,

Structural Engineers Association of San Diego,

Structural Engineers Association of California

Years of Experience 21**Years with Firm** 2**Professional Experience**

Mr. Duncan has 21 years of experience in the design of commercial, industrial and waterfront structures. He has personally performed over 250 underwater structural assessment inspections of deteriorating concrete, steel and timber waterfront structures. His experience includes projects from one to twelve stories of superstructure and three levels of subgrade structure. Design materials include structural steel, reinforced concrete, pre-stressed concrete, post-tensioned concrete, light wood frame, light gauge steel, heavy timber, fiberglass, plastic composites and reinforced masonry construction. He has been the lead designer for office buildings, pharmaceutical labs, retail stores, industrial facilities, residential projects, civic buildings and seismic upgrades.

Specialized experience includes: the seismic evaluation, plan checking and cost estimating for over 40 seismic upgrade projects, construction defect/structural assessment investigation and/or repair of over 40 properties. He works closely with TranSystems' in-house permit specialist to submit the required documentation to each permitting agency in a timely manner and follows through with the regulatory agencies to make sure that the applications are moving forward.

Mr. Duncan's waterfront design work has received two awards from the U.S. Navy's Southwest Division for outstanding design and construction support and he was appointed in 2003, by Mayor Dick Murphy, as the Structural Engineer board member for the City of San Diego Building Department Board of Appeals.

Alamitos Bay Marina Rehabilitation, Long Beach, CA

Mr. Duncan is serving as Construction Management Engineering Lead for the rehabilitation of the Long Beach Alamitos Bay Marina. The project will result in a complete rebuild of the marina, including basin and main channel dredging, seawall repair, replacing the deteriorated wood docks with new concrete docks and piling, upgrading the utility infrastructure, new restrooms and refurbished parking areas. The existing seawall that encompasses the marina will require repairs that include, but are not limited to, crack and joint repairs, railing upgrades and re-establishment of the rip-rap bedding adjacent to the waterside areas. Mr. Duncan is responsible for determining the most effective method of performing the required repairs while creating the least impact to boaters and the general public. In addition to the repair work, he will review all the other required construction activities that may impact the seawall, such as utility connections and ADA access to the dock systems. While these activities require distinct construction, they must be incorporated into the seawall repair schedule to provide a complete package, ready for use by the City. He will also review the available dredging information and determine the most cost-effective method that has the least impact on the marina operations and will yield the desired results. He will work closely with TranSystems' in-house permit specialist to submit the required documentation to each permitting agency in a timely manner, and will follow through with the regulatory agencies to make sure that the applications are moving forward. In addition, he will review the design elements and make recommendations that will either improve durability and performance or reduce cost, or both. His in-depth knowledge of marina system materials and manufacturing, experience at past projects, and familiarity with new techniques will facilitate this process.

Offloading of Generator Parts/Load Capacity Study – 10th Ave Marine Terminal, San Diego, CA

Project Manager for review of seawall construction and underground utility drawings. Performed a structural analysis to determine the setback distance and deck distribution of loading to safely offload and transport 750,000 pound generator parts from ship to rail transport at the 10th Ave terminal without damaging the cyclopean seawall or underground utilities. Coordination with Geotechnical & Etarco Heavy Transport.

Shared Berthing for SS Curtiss & HMB-1 Mole Pier, Naval Station, San Diego, CA

Project Manager & Project Engineer for concept studies and final design for the berth and cargo staging area for the container ship Curtiss and floating drydock HMB-1. Structural design of concrete wharf extensions, fender system and brow platforms. Pile installation through mole rip rap slope protection. Design of 110' tall high mast lighting with foundations in hydro fill soils.

Above and Underwater Inspection for "Navy Pier" 11A, San Diego, CA

Project Engineer in the development of repair proposals for the Port of SD "Navy Pier" 11A. Task included above and below water inspection with condition assessment report for the facility's deteriorated concrete piles, concrete deck, mole structure and asphalt paving sinkholes. Assisted outside A/E in the development of a scope of repairs which meet the SDUPD budget constraints.

Small Craft Mooring Alternatives, US Navy-Southwest Division

Project Engineer for concept study of small craft mooring alternatives (pier extension, floating docks or mole pier) – Wilson Cove, San Clemente Island Naval Air Station

Underwater Inspections of G Street Mole

Engineer Diver for above water and underwater inspection of the "G" Street Mole and tuna harbor waterfront structures.

Boat Ramp, Pepper Park, San Diego, CA

Engineer Diver for mapping of large rock slope protection interfering with pile driving for construction of a new handicap accessible boat dock.

Modifications to Mole Pier South for HMB-1 & USNS Curtiss, Naval Station San Diego, CA

Project Manager, Project Engineer & Report Writer for wharf modifications in support of berthing the floating drydock HMB-1 on the south side of the Mole Pier at Naval Station San Diego. This work involved new mooring hardware, rubber buckling fender panels, utility modifications and a high/low brow rollout platform. A few months after construction was completed, the client requested a feasibility study to modify the berth to also accommodate the container supply ship USNS Curtiss. The draft of this report was complete enough to be accepted as final and the project moved immediately into design and construction. The new work included two pile-supported cast-in-place concrete wharf extensions, new mooring bollards, additional buckling fender panels, utility crossover bridges and high-mast lighting for the wharf and load-out staging areas. \$1.0 M Construction.

Repair Pier Bravo, Naval Air Station North Island, Coronado, CA

Project Manager & Project Engineer for the design of: removal and replacement of the concrete topping for the entire main deck, polymer mortar repairs for the underdeck, cast-in-place concrete curb repairs, repair of two broken concrete piles, design of 8 new foam-filled fender stations to support most classes of Naval surface ships, new corner protection, new secondary fender systems and repair of deteriorated shore protection. Concrete, fiberglass & recycled plastic piles were utilized in the design. \$3.8M Construction.

Install Submarine Fender System Pier 5002 & Replace Timber Piling, Subase San Diego, CA

Project Engineer & Report Writer for the schematic design, report writing and cost estimating in support for a FY06 1391 report for a proposed combined berth capable of supporting Los Angeles class submarines, Ohio class submarines, Fleet Oilers or large supply ships at Pier 5002. The project also included approach channel and berth dredging which would require a new submerged steel sheet pile bulkhead to prevent undermining the existing pier

supports. Proposed \$10.6M Construction.

Repair Ammo Pier FY 1998, 2000, 2001 & 2003, Indian Island, Port Hadlock, WA

Project Manager & Project Engineer for the design of a master plan and phased replacement of deteriorated concrete piles which support a 700' & 1000' approach pier, a 1660' main pier and a 20,000 sq foot two-story building platform. Over 250 piles have been replaced by construction documents prepared for FY2003, 2001, 2000 & 1998 Repairs. \$15M Cumulative Cost

Repair Quaywall & Parking Lot - Pier 1, Naval Station San Diego

Design of repairs for concrete sheet pile quaywall, reinforced concrete wale and steel tieback system. Design of prestressed concrete fender piling & recycled plastic piles for corner protection for berthing tugboats, floating barges and coastal patrol craft. \$1.8M

Small Craft Berthing Alternatives - Wilson Cove, San Clemente Island

Feasibility & Concept Design of four berthing alternatives for various military small craft. The four systems were: Shallow Water Floating Docks w/ Stretch Chords; Rock Mole Marina; Deep Water Pier Extension, Removable Finger Pier Floating Docks.

Replace Piles Piers 1-14, 19, 20 & Fuel Pier, Naval Amphibious Base, Coronado, CA

Design of fender systems, corner protection, guide piles, brows, floating docks and landings for 17 piers required to berth; Barges, Landing craft; Floating bridge caissons, Patrol craft, Special Forces rigid and inflatable craft, Dolphin pens and Shore boats. Designs utilized; fiberglass, composite plastic and concrete piling systems which were environmentally favorable to treated timber systems. \$6 M

Combined Projects – Fuel Pier Improvements, Point Loma, CA

Above and Underwater Inspections, Structural Analysis and Design of Repairs for a 1908 riveted steel plate girder pier and concrete sheet pile quaywall. Improvements requiring design included; maintenance dredging and disposal of contaminated soil, installation of submerged steel sheet pile bulkheads; cathodic protection systems; concrete underdeck repairs; and replacement of all pier utilities. \$11.3 M

ADA Experience

Alamitos Bay Marina Restoration, Long Beach, CA – Design and specifications for new floating dock marinas, standard gangways, ADA gangways, dredging, slope protection, seawall repairs, guard rail upgrades, parking lot repairs, ADA parking areas, ADA boardwalk access ramps & ADA compliant restrooms for a design/build package for 7 separate mooring basins & 2000+ boat slips with an estimated 10 city blocks of parking & 10 new restrooms surrounding Alamitos Bay, CA. \$70 Million

Handicap Access Feasibility Study for Marriott Hotel Marina, San Diego Bay - Study of alternatives for full compliance with the Recreational Facilities- ADA Access Requirements for a 450 slip marina. Options considered included: 1) a pile supported concrete landing with 80-foot aluminum brow; 2) 80 foot gangway with ADA compliant bridge; 3) 120' floating dock gangway with intermediate landing; 4) "RampRider" inclined lift system; and 5) a tide adjustable platform lift. All options included modifications for new security gates, lighting, call button/phone systems, installation of new floating docks and guide piles to receive the water end of each system, boardwalk curb cuts, transition plates and guard rails. \$250K

Michael Allen Helma – Lead Construction Engineer**Education**

B.S.C.E., Civil Engineering
Cal Poly-Pomona, 1970

Years of Experience 25

Years with Firm 7

Professional Experience

Mr. Helma has more than 20 years of experience in construction management. He has extensive engineering experience in sewer, water and storm drain systems, heavy grading, concrete structures, street sections, traffic signals, paving and landscaping.

Construction Management highlights include:

- Development of a new 45-acre sports complex
- Special grading, rework and stabilization of landfill site to prepare for construction, including importing 100,000 cubic yards of material
- Installed a Geogrid system and Alternative Final Cover soil cap over landfill area.
- Installed landfill gas recovery system including Liquid Boot membranes and monitoring wells.
- Installed 2000 lf of 96" storm drain pipe.
- Installed the complete electrical backbone for a 400-acre commercial building site.
- Completed the under-grounding of the 12 KVA along the main frontage road for approximately 2 miles.
- Installed two 60" bore crossings for the sewer and electrical systems.
- Completed the installation of 2000 lf of 6" gas line using a directional bore system.
- Modified 40 acres of marshland using a series of geogrid and rock layers.
- Installed 100 ea- 50 ft rock columns to reinforce the edge of the unconsolidated drainage channel along the Los Angeles Drainage Basin.

Huntington Beach Central Park Sports Complex, Huntington Beach, CA

Senior Construction Manager for 45-acre sports complex, which includes public plazas and a fully landscaped park that boasts eight regulation-sized baseball fields, two 1,680 square-foot concession stand/restroom buildings with full utilities and a 900 square-foot maintenance building.

Hart Park Ballfield Renovation, Orange, CA

Senior Construction Manager for constructability review of the project plans at the 60% and 90% development phase and part-time construction management services.

West Covina Sportsplex, West Covina, CA

Senior Construction Manager for constructability review of the City of West Covina Sportsplex – Big League Dreams project for the developer, Heinbuch Golf, LLC.

Huntington Beach South Beach Phase I Rehabilitation, Huntington Beach, CA

Senior Construction Manager for site improvements to beachfront plaza, including concession facilities, restrooms, walkways, upgrade to existing parking lots, ADA access, outdoor shower and foot wash areas and trash enclosures.

Huntington Beach South Beach Phase II Rehabilitation, Huntington Beach, CA

Senior Construction Manager for site improvements to beachfront plaza, including the construction of new Junior Lifeguard Headquarters and the Vincent G. Moorehouse Lifeguard Headquarters, renovation of parking lot, landscaping, security lighting, showers, and beach path; three new restroom buildings, improved RV camping facility with hookups, new viewpoint and mini-amphitheater at First Street.

Huntington Beach Pier Plaza, Huntington Beach, CA.

Senior Construction Manager for the \$4.5 M Huntington Beach Pier Plaza Project. This project was constructed to accommodate a variety of uses: public performances area, walking and viewing area, and eating area. Elements of construction included sandwalls, restrooms, sculptures, specialty pavements, parking lots, and extensive hardscape and landscape. He was responsible for both inspection and construction management functions.

Huntington Beach Maintenance Facility, Huntington Beach, CA

Senior Construction Manager for a new structure that provides a repair facility, administrative offices and a storage area for the equipment used by the City to maintain the beach.

Brea Sewer Lift Station, Brea, CA

Senior Construction Manager for a master sewer upgrade project. The work consists of constructing new 15", 24" and 27" VCP sewer main; construction of new 48" and 60" diameter manholes; construction of a new 48" diameter drop-manhole; removal and replacement of existing PCC pavement, AC pavement, PCC curb and gutter, PCC sidewalk, the construction of a complete sewer lift station, the construction of PVC conduits, rough grading, PVC drainage improvements; traffic control and replacement of existing striping.

Downtown Shoreline Marina, Long Beach, CA

Senior Construction Manager for \$32M design-build rehabilitation project that encompasses the main Downtown Marina as well as Rainbow Harbor, with a total of 1,800 boat slips. The rehabilitation will focus on converting the current wooden double-loaded slips into single-loaded concrete slips and provide berths for larger, modern boat sizes. The project is being built to LEED standards.

Balboa Newport Beach Marina, Newport Beach, CA

Senior Construction Manager design/build construction documents for the 50-berth Balboa Marina. This project involves the demolition of the existing marina, which has approximately 130 berths for small vessels, and the design of a new marina suitable for large yachts. \

ADA Services for City of Long Beach, Long Beach, CA

Senior Construction Manager for ADA upgrade of facilities in more than 50 City parks.

***Subdivision, Dana Point, CA**

Senior Construction Manager responsible for oversight of hillside grading, installation of sewer pump stations, relocation of overhead utilities, installation of drain structures and utility backbone.

***Subdivision, Orange, CA**

Senior Construction Manager for the rough grading of 30 lots. Work included doubling the width of a two lane road, re-location of overhead utilities, and installation of new sewers, water, and storm drain systems.

*Indicates Personal Experience

Marian Rule Cope – Project Engineer**Registrations**

Professional Engineer (Civil): AK, 2003

Non-Resident Professional Engineers and Geoscientists,
CAN: BC, 2004

Professional Engineer (Civil): CA, 1983

Professional Engineer (Civil): MA, 1993

Professional Engineer (Civil): OR, 1997

Professional Engineer (Civil): WA, 1996

Years of Experience 27**Years with Firm** 24**Education**

B.S., Civil Engineering

University of California at Davis, 1980

Professional Experience

Marian Rule Cope is an officer and Principal of TranSystems. Since joining the firm in 1984 with three years of professional engineering experience, she has served clients as Project Manager for numerous complex projects requiring close coordination of multi-disciplinary teams and detailed monitoring of schedule and budget. Her experience ranges from conceptual planning and cost estimates to civil engineering, planning and design for commercial, industrial and air freight facilities, intermodal rail terminals and marine-related projects. She has performed numerous seismic evaluations and value engineering projects, as well.

MARITIME***Port of Portland, Terminal 6 Two-Stage Intermodal Entrance Gate, Portland, Oregon.***

Project Manager for design, construction documents and construction support for expansion of the Terminal 6 gate facility, including a new 5,000 SF two-story gate house, security base station, and two-stage gate with separate inbound and outbound facilities. Design and construction phase communication between Port staff, terminal staff, design team and contractors was enhanced by use of a project web site, created specifically for this project.

ValueQuest Consulting, Engineering Support Services, Various Locations.

Project Manager for a contract to provide engineering consulting, production and graphics support services to ValueQuest Consulting. Services includes planning, civil and structural engineering design, construction cost estimating, drafting support and graphic design services for maritime and intermodal rail projects.

Port of Long Beach, Maersk Pier J Intermodal Terminal & Railyard Design, Long Beach, California.

Project Manager for design and construction administration for part of the 107 acre intermodal terminal at Berths 266-270, including support buildings and a 28 acre intermodal railyard. The railyard features an on-dock rail link, access tracks, four 2,250 foot loading tracks, and an in-ground compressed air system. Support buildings included a 60 foot tall terminal control tower building.

Universal Maritime Service Corporation, Dundalk Marine Terminal Entrance Facility, Port of Baltimore, Maryland.

Quality Assurance Officer for conceptual through final design of a 15 acre container terminal entrance complex, with a two-story 11,000 SF administration building. Included automated precheck inbound and outbound facilities, with 14 expandable/reversible inbound/outbound lanes, a 14-lane canopy with seven documentation booths and a six-lane roadability inspection and repair canopy.

Port Authority of New York & New Jersey, ExpressRail Intermodal Facility, Elizabeth, New Jersey.

Project Engineer for development of alternative facility layouts and operating systems, complete plans, specifications and construction management for a 20 acre intermodal rail facility at the Elizabeth Marine Terminal, including a new gate complex and administrative offices.

Subic Bay Metropolitan Authority, Port Development & Intermodal Rail Feasibility Study, Subic Bay Freeport, Philippines.

Project Manager for a study to assess the feasibility of developing the former U.S. Naval Base into a state-of-the-art container transportation hub and cargo-handling facility.

Port of Long Beach, Naval Facilities Relocation, Long Beach, California.

Project Engineer for a master planning study for consolidation and relocation of the Naval Station Long Beach (NAVSTA). Involved a survey of existing conditions at the entire Naval Complex, including the Defense Fuel Supply Center, the Naval Shipyard and the Fleet and Industrial Supply Center.

Port of Oakland, Berth 22 Reconstruction, Oakland, California.

Civil Engineer for design of shoreline protection in connection with conversion of a 1,200 l.f. concrete/timber wharf into a modern concrete deck on vertical piles, capable of bearing the load of container cranes.

Schnitzer Steel, Shoreline Improvements, Oakland, California.

Civil Engineer for shoreline improvements required for a new 315' x 54' concrete wharf and 35' x 160' access pier, including rock dikes with landfill bank revetments. Coordination of permitting applications was provided.

Australian Government, Ports Performance Study, Australia.

Project Manager for a study to assess the performance of the country's ports in relation to the practices of other U.S. and international ports.

City of Antioch, Waterfront Master Plan, Antioch, California.

Project Manager for a study of improved public access to 3,000 feet of the city's waterfront, including various abandoned structures and commercial facilities. Civil/structural engineering services included engineering feasibility study, conceptual design and construction cost estimating for enhancements, such as an underwater underpass, pedestrian bridge, waterfront walk and adjacent marinas.

U.S. Navy, Naval Supply Center Oakland Dredging, San Francisco Bay, California.

Project Manager for preparation of plans and specifications for dredging of 1 million cubic yards near the NSCO to a depth of -43 feet and disposal at Alcatraz and ocean sites.

U.S. Navy, Mare Island Naval Shipyard Dredging and Modernization, Vallejo, California.

Civil Engineer for modernization of Pier 35, including dredging of the access channel to -39 MLLW, design of a new sheet pile seawall, extension of the existing pier with new mooring dolphins and catwalks, a new fender system, and a deck upgrade to support high capacity cranes.

U.S. Navy, Ozol Terminal & Concord Pumping Station Defense Fuel Support Facility Renovation, Ozol, California.

Project Manager for redesign of the fuel, water and oily water piping systems, and structural evaluation of a fuel pier and catwalk as a part of the renovation of a Navy pier. Included design of modifications to the fender system, access trestle replacement, new mooring dolphins and catwalk replacement on the fueling pier, as well as repairs to an existing administration building.

Cargill Salt, Salt Ponds Assessment, South San Francisco Bay, California.

Project Manager for an environmental and industrial assessment of alternative salt pond development plans to aid in preparation of COE permit applications.

Napa County Flood Control & Water Conservation District, Napa Valley Railroad Relocation & Bridge Design, Napa, California.

Project Manager for relocation design and full-time construction management to shift two miles of Napa Valley Wine Train track out of the flood plain. Work also included design of the Gasser Road extension, a new access road and

parking lot at the Napa Valley College sports field, improvements to three at-grade crossings, design associated with new utility crossings, demolition of existing rail facilities, preparation of a rough grading package for a new commissary, and a new railroad bridge over Old Tulocay Creek. Extensive coordination with all other concurrent on-going contracts was required.

RAILROAD/INTERMODAL RAIL

Napa County Flood Control & Water Conservation District, Napa Railroad Relocation & Bridge Design, Napa, California.

Project Manager for relocation design and construction management to shift two miles of Napa Valley Wine Train track out of the flood plain. Work also included design of the Gasser Road extension, a new access road and parking lot at the Napa Valley College sports field, improvements to three at-grade crossings, design associated with new utility crossings, demolition of existing rail facilities, preparation of a rough grading package for a new commissary, and a new railroad bridge over Old Tulocay Creek. Extensive coordination with all other contracts was required.

Union Pacific Railroad, UP Lathrop Truck Parking Lot, Lathrop, California.

Project Manager for design and permitting services for a new 5.6 acre truck parking lot for a major intermodal rail terminal in California's central valley. Services included preliminary and final designs of the facility's entrance, drainage, storm drain detention facilities, erosion control facilities, lighting, security fencing and both concrete and asphalt paving. The scope of work, which was concluded in November 2006, included a site survey and geotechnical consulting services. Assistance was also provided in the obtaining of permits from San Joaquin County for this \$1 million site expansion project.

Union Pacific Railroad, UP Los Angeles Intermodal Improvements, Los Angeles, California.

Project Manager for master planning and site design improvements to all of the Union Pacific Railroad's intermodal facilities in the greater Los Angeles, California area. Improvements to the five distinct facilities included general gate entrance modifications, 34 acres of trailer lot parking expansions and/or rehabilitation, and loading track expansions servicing over 5,200 track feet of new and/or rehabilitated crane pads. Completion of the \$5 million project for improving intermodal facilities was achieved in March 2007.

Catellus Development, Moffat Boulevard At-Grade Crossing Modifications, Manteca, California.

Project Manager for design of emergency correction of the new Moffat Boulevard at-grade crossing, which was installed to serve the rail-served Spreckels Business Park. The City of Manteca had closed the existing Moffat Boulevard to traffic until pavement transition grades could be corrected. The project was completed on a fast-track basis.

City of Richmond, Shoreline Area UP Railroad Crossing Improvements, Richmond, California.

Project Manager for PUC and railroad coordination, and preparation of the PUC General Order 88A Application for improvements to three existing Union Pacific at-grade rail crossings. Planned improvements included new crossing signals, adjusting track profiles, removal of abandoned track, new concrete crossing panels, pavement repairs, utility modifications, and modifications to the curb and sidewalk.

Union Pacific Railroad, UP Chicago Gates Improvement, Chicago, Illinois.

Project Manager for site design improvements for all Union Pacific Railroad intermodal facilities in the greater Chicago area. Pre-engineering services included ground surveys, mapping, geotechnical investigations and site investigations, with activities proceeding simultaneously at all four sites. Improvements included general intermodal gate modifications, new security features, new gate canopies and new pavements and striping. The \$2 million project was completed in June 2005, increasing each intermodal yard's throughput, efficiency and security.

Juan Luis Garcia, PE - Project Engineer

Registrations

EIT Certification, April 2004
CA Registered Professional Engineer, 2008

Affiliations & Memberships

Structural Engineer's Association of San Diego
American Institute of Steel Construction

Education

B.S. in Structural Engineering, 1997
University of California, San Diego, December
Masonry Design, 1997 UBC to 2006 IBC
Steel Construction: Seismic Applications
Post-Tensioning: Design, Analysis and Construction

Years of Experience: 11

Years with Firm: 1.5

Professional Experience

Sega/Pala Bridge – Pala, CA TranSystems was contracted to design a single span steel girder bridge with composite concrete deck to access new electrical generation facility from Pala del Norte Road across a drainage swale for entrance to the new Orange Grove Power Plant. Mr. Garcia performed structural design and prepared a cost estimate for construction. He was responsible for project compliance and review of structural code requirements with plan check personnel design. The associated design elements included abutment walls and localized grading to accommodate the new paving and aprons. The bridge was designed to meet all requirements of CalTrans.

Knight Trucking – Fontana, CA Performed structural design review and corrections for the \$1.M construction of a 10,000 sf truck maintenance facility with driver training rooms which included locker rooms, recruiting offices and storage facilities consisting of prefab metal building foundations, interior mezzanines, stairs and guard rails. Mr. Garcia designed the lateral bracing for exterior masonry veneer and coordinated the lateral loads with fabricator.

Yourman Road Bridge – Calexico, CA This project consisted of structural design work for a new bridge to support a sewer force main, two water mains, and a dry utility. Mr. Garcia designed the utility hangers to support the various pipes along and beneath the bridge deck, which called for an independent design check for a set of structural calculation and review of the structural plans. His responsibilities also included: cost estimate preparation, on-site structural observation and inspection, quality control and assured design specifications during construction.

Department of the Navy MTM/Early Warning Facility – San Diego, CA TranSystems prepared structural engineering design to the Department of the Navy San Diego for their Development Training Area for Early Warning and Control, MCAS Miramar project which consisted of a single story CMU building with steel beam and metal deck roof. Mr. Garcia assisted in the structural design/build per UFC military standards. His responsibilities included structural construction drawings and specifications to meet all applicable building codes, AutoCAD drawings and coordination with Architects and Client.

Comfort Inn Addition – National City, CA Mr. Garcia performed structural engineering calculations and CAD drafting for the design of a wood frame roof top addition of an approximate 17' x 18' signage pyramid tower on top of an existing four-story hotel. His responsibilities included set of structural drawings for inclusion into a set of architectural drawings, analysis of existing structure, material specification, researched nondestructive field investigation, responded to City's plan check comments,

Bressi Retaining Walls – Carlsbad, CA TranSystems was contracted to design a 9 foot CMU retaining wall for commercial office development. The design consisted of an approximate 400 LF CMU retaining wall occurring along the south limits of the property. A curbed planter will be constructed at the base of the wall and a moderate steep slope will occur above the wall before the uphill slope levels to an adjacent building pad. The design included a French drain system to minimize active soil pressure. Mr. Garcia provided structural engineering design to include wall profile, wall sections and material specifications. He also responded to plan check comments, wrote material specifications and provided CAD drawings for import.

Gregory P. Mailho – Project Engineer**Education**

Chabot College, Hayward, CA

University of California, San Francisco, CA

Affiliations & Memberships

American Public Works Association,
San Francisco Bay Planning Coalition,

Years of Experience 37

Years with Firm 7

Professional Experience

Mr. Mailho has more than 36 years of civil engineering experience, with a proven track record of successfully coordinating with various public and regulatory agencies, dealing with environmental and accessibility issues, and overcoming related facility operational challenges. He is sensitive to the needs of the public, having completed many complex public works projects in public buildings and public rights-of-way, municipal parks, marinas, wetlands, bay and ocean environments, roadways, parking lots and related facilities.

Since joining TranSystems, his project experience includes several dredging projects, dredged material management, revetment, utilities, federal, state, and local regulatory agency permit application and coordination with regulatory agencies, and other related work.

WATERFRONT AND MUNICIPAL PROJECTS***Alviso Launch Ramp, San Jose, CA***

Project Manager for the design of a new boat launch and dock facility at the Alviso Slough, as well as a new boat trailer and vehicle parking and staging area. The work also includes wetlands mitigation of a State of California land parcel and regulatory permitting.

Antioch Marina Launch Ramp, Antioch, CA

Project Manager for the design of a new four-lane boat launching ramp. The project scope also includes three new boarding floats, a new paved parking area with 129 vehicle/trailer spaces, and a new restroom, utilities, and signage. Mr. Mailho is managing a team of specialists that includes land and hydrographic surveyors, electrical and geotechnical engineers, a landscape architect, and an environmental consultant. Work also included preparation of regulatory permit applications and wetland mitigation.

Stockton Marina, Stockton, CA

Assistant Project Manager for preliminary design, design development, site planning and design-build construction documents for a new 186-berth marina. Designs include for pilings, docks, gangways, dock boxes, lighting and sanitary sewer pump-out facilities. Also prepared permit applications and assisted in obtaining permitting from the U.S. Army Corps of Engineers, Regional Water Quality Control Board and the State Department of Fish and Game. Delivery of services for the \$16 million project is expected, on time and within budget, in early 2008.

Port of Redwood City Launch Ramp, Redwood City, CA

Project Manager for a project to provide civil engineering, design and regulatory permitting services for a new two-lane boat ramp facility requiring the demolition of the existing boat launch ramp and boarding float. Design work includes for a new boat ramp, boarding float, retaining wall and/or slope protection, concrete turnaround area, additional area lighting, restroom renovations and the installation of a pay station, striping and signage. Services for the \$900,000 construction project are scheduled for completion in November 2008.

USS-POSCO Dredging, Pittsburg, CA

Project Manager for professional services to prepare contract documents and obtain all regulatory permits for maintenance dredging at the USS-POSCO Industries wharf. Services include material sampling and testing,

environmental documentation, permit applications, and generation of documents for contract bidding. The \$115,000 project addresses the dredging and disposal of sediment within a highly regulated, environmentally sensitive area and is set for completion in early 2008.

Coyote Point Marina Conceptual Plan, San Mateo, CA

Project Manager to fulfill San Mateo County Parks' request for TranSystems to complete a conceptual plan addressing dock reconfiguration and phased berthing construction in the future. The County needs reconstruct Dock 29 immediately and other docks require major maintenance and probably reconstruction. The County would like the plan to access: boating trends in the San Francisco Bay area, analyze existing marina facilities in Coyote Point, make recommendations on what would be proposed to allow Coyote Point Marina to best serve the needs of its berthers as it requires for the future. The total contract amount is \$36,020.

Shaver Lake Launch Ramp Expansion, Shaver Lake, CA

Project Manager to provide civil engineering, design, construction support and regulatory permitting services for expanding a boat launch ramp facility situated at an altitude of 5,500 feet. Improvements included adding two launching lanes adjacent to an existing ramp, a new turnaround and approach area, a new 83,000 sq ft paved parking area, widening the existing access road, slope protection, a new restroom, lighting and drainage. The \$1,266,000 project, completed in October 2007, also required considerable blasting of granite bedrock.

Will Rogers State Park View Pier & Parking Improvements, Pacific Palisades, CA

Project Manager for civil and structural engineering, regulatory permitting, cost estimating and construction administration services for a parking lot and view pier improvement project at the Will Rogers State Beach. The project includes a 2,500-square-foot concrete view pier that will jut out over the Pacific Ocean's coastline, beach access, parking lot improvements, and shoreline protection. Storm drainage improvements are also part of the assignment. The \$2 million project has an anticipated construction completion date of Summer 2008.

F. Dock Repairs, Port of Redwood City, Redwood City, CA

Project Manager for engineering services to repair an F Dock for the City of Redwood City's Port. The scope of work included coordination with Port staff of the facilities design of the dock existing repairs, preliminary design, regulatory permitting, contract documents, and construction support. Project was completed in April 2007.

Alameda County Flood Control "Line A" Dredging Project, Alameda Co., CA

Project Manager, overseeing environmental studies and preparing California Environmental Quality Act (CEQA) documentation, regulatory permit applications, and plans, specifications and estimates for a one-mile-long channel desiltation project.

Dockweiler State Beach Public Access, Los Angeles Co., CA

Project Manager overseeing civil and structural refurbishment and construction of public restroom buildings, lifeguard headquarters and substations, maintenance facilities and concession stands; parking lot refurbishment and replacement along with the entryway and more than three miles of access roadways. Work included coordination with the California Coastal Commission with design submittals for storm water Best Management Practices.

Oyster Point Fishing Pier, San Mateo County, CA

Project Manager for design and construction management of fishing pier access gangway.

Will Rogers State Beach General Refurbishment, Los Angeles Co., CA

Project Manager for upgrade of beach facility, including civil and structural design and engineering of coastal protection, access ramps, parking lots, entryway, maintenance access areas, and storm drains; construction of public restroom buildings, lifeguard headquarters, substations, concession stands and public access elements such as paths, sidewalks and signage.

Will Rogers Coastline, Los Angeles County, CA

Project Manager for design of a public viewing deck at Pacific Ocean shoreline, including parking, shoreline protection and assistance with regulatory permitting process with the U. S. Army Corps of Engineers, the Regional Water Quality Control Board, and the California Coastal Commission.

Santa Cruz Dry Boat Storage, Santa Cruz, CA

Project Manager for the California Department of Boating and Waterways-funded North Harbor Dry Storage Facility project. TranSystems designed the 148-space mast-up storage lot, which is the first in a number of mast-up storage areas in the North Harbor.

Lake Anderson Boat Launching Facility Improvements, Santa Clara County, CA

Project Manager for the upgrade and refurbishment of the facilities at Lake Anderson, a water storage facility in northern California. Final design streamlined maintenance procedures to reduce staff overhead. The team worked closely with the District Park staff to provide a facility that solved the traffic circulation and lack of parking while allowing unmonitored vehicle movement, freeing up staff to provide more critical services than traffic control. Design included boat launch ramp, parking lot, restroom facility, area lighting and regulatory permitting.

Belden's Landing Parking Lot, Launch Ramp and Fishing Pier, Solano County, CA

Project Manager responsible for overseeing preliminary design, permitting, construction documents, bidding and engineering design for a boat launching facility in a protected wetlands area. Design included a boat launching ramp, parking lot, restroom, lighting, fishing pier and wetland restoration.

Vallejo Baylink Ferry Terminal Dredging, Vallejo, CA

Project Manager for permitting and design services for the Vallejo Baylink Ferries ferry terminal maintenance-dredging project. TranSystems provided consulting services for all aspects of the project, including regulatory permit applications and processing, sediment sampling and testing, hydrographic surveys, contract documents, cost estimating, assistance to the City/Baylink project management team and bidding assistance. TranSystems assisted the client in successfully applying for permits from the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, and the San Francisco Bay Conservation and Development Commission.

Pittsburg Marina Dock Replacement Project, Pittsburg, CA

Project Manager for the design of the \$3.5M project that included new dock systems for approximately 100 berths, a new waterside boat fueling facility and all other utility services for the docks, parking lot improvements, above-ground fuel storage facility and a restroom building. Secured regulatory permits and approvals from the U. S. Army Corps of Engineers, the Regional Water Quality Control Board, and the California State Lands Commission.

Pittsburg Marina Dredging Project, Pittsburg, CA

Project Manager for \$1.4 Million project that required the dock and piling demolition, dredging and land disposal of dredged material for a municipal marina. Prepared a matrix of dredging and disposal options to assist the City of Pittsburg in making crucial decisions during the project. Secured regulatory permits and approvals from the U. S. Army Corps of Engineers, the Regional Water Quality Control Board, and the California State Lands Commission. Prepared plans and specifications for the dredging and disposal of sediment from the Marina.

Pittsburg Marina Shoreside Improvement (Bulkhead Wall) Project Pittsburg, CA

Project Manager for \$1.5M project that involved the design of a sheet pile bulkhead wall and fill, landscaping and hardscape to provide for a useful and decorative promenade, marina dock gangway modifications, dock entry platforms and landside and dockside utilities. Creative approaches to the acquisition of materials, bidding and construction were required to allow this project to take place while the adjacent Marina construction proceeded.

Lake Nacimiento Launch Ramp, San Luis Obispo, CA

Project Manager responsible for the design of a new four-lane boat launch ramp and two new parking areas at Lake Nacimiento, a man-made lake that contains a resort and other recreational facilities. Mr. Mailho was also responsible

for the design of concrete curb and gutters, storm drains, a boarding float anchor system, major earthwork and site grading, rock slope protection, an irrigation system, restroom building, traffic signs and assistance to the County with permitting for the project.

Marina del Rey Cathodic Protection Vault Design, County of Los Angeles, CA

Project Manager for the installation of an impressed current cathodic protection system with 25 vaults and rectifiers around approximately 7.2 miles of seawall in Marina del Rey. Surface hardscape and landscape restoration was also part of the contract.

Marina del Rey Seawall, County of Los Angeles, CA

Project Manager for \$3.5M seawall refurbishment project, including pressure grouting and rock revetment protection. Secured regulatory permits and approvals from the U. S. Army Corps of Engineers, the Regional Water Quality Control Board, and the California Coastal Commission. Coordinated and developed on-site and off-site environmental impact mitigation reports.

On-Call Engineering Services for City of San Leandro, San Leandro, CA

Project Manager for various municipal projects, including park restroom facility, soccer field, marina dredging and shoreline rock slope protection.

City of San Leandro Marina Fuel Dock Replacement, San Leandro, CA

Project Manager for the design of the upgrade and replacement of portions of the marina fueling system and dock.

City of San Leandro Marina Boat Launch Ramp Replacement, San Leandro, CA

Project Manager for the design of a new two-lane boat launching facility, including boarding floats, parking lot improvements, drainage, lighting, restroom facility, regulatory permitting, bay impact mitigation and construction management support to the City.

Port of Redwood City Boat Launch Ramp Expansion, Redwood City, CA

Project Manager for the design for the expansion of an existing boat launching facility, including new boarding floats, rock shoreline protection and regulatory permitting.

****San Leandro Shoreline Marshlands Enhancement, San Leandro, CA***

Project Manager for the planning, design and implementation of 172-acre salt marsh wetland restoration project. The project included tidal, muted tidal and seasonal marshland areas; San Francisco Bay Trail improvements; culverts and salt marsh habitat development. The work included biological and other monitoring, reporting and management of the site for a period of five years following construction. Mr. Mailho was responsible for securing regulatory permits and approvals from the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, California State Lands Commission and the Bay Conservation and Development Commission. The regulatory process included planning sessions with all the involved regulatory agencies to develop the ultimate wetland enhancement plan.

****Reconfiguration of the 114-acre Dredged Material Management Site, San Leandro, CA***

Project Manager for the planning, design and construction of the City of San Leandro's landside dredged material handling site. The work included levees, culverts, weir structures and habitat enhancement. Mr. Mailho managed the operations of the site following construction, including the use of the site through several dredging episodes and operation of the site as a shorebird habitat facility between dredging events. Associated work also included the conditioning and off-haul of dredged material to land disposal facilities. Mr. Mailho was responsible for securing regulatory permits and approvals from the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, California State Lands Commission and the Bay Conservation and Development Commission.

*Indicates Individual Experience

Glenn A. Estrella – Project Engineer**Education**

B.S. Mechanical Engineering, 2005 Colorado School of Mines, Golden, CO

A.S. 2001, Red Rocks Community College, Golden, CO

Years of Experience 20

Years with Firm 2

Mr. Estrella has a successful track record working on high-profile projects. He has experience working with various public and regulatory agencies. He has worked on projects and resolved environmental accessibility issues, while overcoming related facility operational challenges. Mr. Estrella has experience with construction management and project management services, cost estimating and scheduling. His past roles as Construction Manager and Project Manager clearly demonstrate his capability to multi-task while efficiently maintaining the project program.

Professional Experience**San Bernardino Airport Terminal, San Bernardino, CA**

Project Manager to oversee TranSystems' program management team for the terminal construction project and form the framework for the other master planned projects at San Bernardino Airport Terminal. Estrella will serve as the Project Manager and provide program management services to assist with the coordination of ongoing construction activities. His responsibilities include: cost estimating, which he closely monitors the budget and schedule tracking percentage complete and actual cost. He supervises spending and provides accurate budgetary information as part of his monthly progress reports while continuously maintaining a current project schedule. The schedule is reviewed with the Contractor on a weekly basis during the progress meetings. Additionally, Mr. Estrella attends weekly design construction meeting, reviews all current plans and specifications. He identifies deficiencies and assists with the resolution of the issue. Mr. Estrella reviews all contracts, task orders, change orders and applications for payments.

Downtown Shoreline Marina, Long Beach, CA

Construction Manager for \$32M design-build rehabilitation project that encompasses the main Downtown Marina as well as Rainbow Harbor, with a total of 1,800 boat slips. The rehabilitation will focus on converting the current wooden double-loaded slips into single-loaded concrete slips and provide berths for larger, modern boat sizes. The project is being built to LEED standards.

- Maintaining a master schedule for all activities for the design and construction of major projects.
- Managing, coordinating, implementing and ensuring compliance with the Construction Management Plan and any improvements and changes made to plan. Leading and participating in constructability reviews and set priorities. Managed the production of design development and construction documents for design/build type projects.
- Responsible for project budgets, scheduling, reviewing and back checking of structural and consultant plans for accuracy and quality control.
- Coordinate with outside consultants, attend client meetings.
- Leadership qualities, including a proven ability to coach, lead and motivate a multi-disciplinary team.
- Project Audit control and review, interface with City Auditor and Marina accounts payable and receivable department.

Alamitos Bay Marina Refurbishment, Long Beach, CA

Senior Construction Manager for \$68M design-build marina rehabilitation project, including basin and main channel dredging, seawall repair, replacing the deteriorated wood docks with new concrete docks and piling, upgrading the utility infrastructure, new restrooms and refurbished parking areas. Phasing of the construction work is required to accommodate the relocation of current slip tenants to alternate temporary locations during the course of the work. Mr. Estrella assisted the City in a turnkey project including coordination of the environmental concerns and studies to ensure that the project is a benchmark of environmentally-friendly marina construction.

Gilbert Sherwin Conn – Permit Specialist**Education**

B.A., Urban Geography

Cal State University of Long Beach, 1967

M.S., Environmental Science

Cal State University Dominguez Hills, 1977

Years of Experience 34**Years with Firm** 11**Professional Experience**

Mr. Conn has over 32 years of experience in permitting, environmental and land use planning, and conducting feasibility studies. As TranSystems' California Permitting Specialist, Mr. Conn is responsible for obtaining all necessary project permits from federal, state and local regulatory agencies. His long-term professional relationships and contacts within federal and state agencies allows for a smooth, efficient permitting process. This expertise is reflected in a 100% record of securing permits within the minimum processing timeframe for each agency.

Prior to joining TranSystems, he served with the County of Los Angeles for 23 years. He began his work as an Associate Planner for the County's Department of Regional Planning, overseeing the Environmental Impact Analysis Section. He later provided technical assistance in developing the County Local Coastal Plan and countywide General Plan. He most recently served as a Planner for the Department of Beaches and Harbors.

City of Vallejo Ferry Terminal Maintenance Dredging, Vallejo, CA. Assisted the client in successfully applying for permits from the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, and the San Francisco Bay Conservation and Development Commission.

Berkeley Marina Dock Replacement Project, Berkeley, CA. Obtained regulatory permits and approvals from the California State Lands Commission, San Francisco Bay Conservation and Development Commission (BCDC), the Bay Area Regional Water Quality Control Board, and the U.S. Army Corps of Engineers.

City of Pittsburg Marina Dock Replacement, Pittsburg, CA. Secured regulatory permits and approvals from the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish & Game.

City of Pittsburg Dredging, Pittsburg, CA. Secured regulatory permits and approvals from the U. S. Army Corps of Engineers, the Regional Water Quality Control Board, and the California State Lands Commission.

Alameda Co. Flood Control Channel Excavation, Alameda Co., CA. Secured permit applications to the U.S. Army Corps of Engineers, Regional Water Quality Control Board and the Alameda County Department of Fish & Game.

Ballona Lagoon Habitat Restoration, Marina del Rey, CA. Secured permits for this habitat restoration project which involved native species re-vegetation, removal of exotic species, re-grading, debris removal, dredging, tidal restoration, slope protection, and a five-year monitoring plan for water quality and vegetation.

Coyote Point Marina Dredging Project, San Mateo County, CA. Responsible for coordinating with the County to make sure that applications are submitted on time, in order to allow dredging to occur during the 2006 dredging window. He is also working with the permitting agencies to gain prompt approval.

Laguna Beach Aliso Pier, Orange County, CA. The Laguna Beach Aliso Pier had become a safety hazard for beach-goers and surfers and needed to be removed immediately. In an unprecedented two-week period, Mr. Conn obtained emergency permits from the Coastal Commission, Army Corps of Engineers, Regional Water Quality Control Board, State Lands Commission, and California Department of Fish and Game.

[REDACTED]

City of Benicia Boat Launch Ramp and Restroom Facility Benicia, CA Prepared, processed and obtained regulatory permits for the project from BCDC, USACE, CADFG and RWQCB.

Los Vaqueros Reservoir Recreation Facility Contra Costa Co., CA Permitting Specialist as part of TranSystems' design and project management effort for the creation of public park areas in the new watershed of the Los Vaqueros Reservoir.

Mr. Conn also obtained permits for the following projects:

City of San Leandro Marina Fuel Dock Replacement, San Leandro, CA

Ballena Bay Wave Attenuator Replacement and Dredging, Alameda, CA

Clipper Yacht Harbor Breakwater and Docks Project Sausalito, CA

Shaver Lake Boat Ramp and Parking Lot Expansion Fresno, CA

Lake Anderson Facility Improvements Santa Clara Co., CA

Port San Luis Maintenance Dredging

F. Dock Repairs, Redwood City, CA

Launch Ramp Project, Antioch, CA

On-call Whittier Narrows, South El Monte, CA

Marina del Rey Seawall Maintenance, Marina Del Rey, CA

Stockton Downtown Waterfront Marina, Stockton, CA

Morelli Park Launch Ramp, Stockton, CA

Louis Park Launch Ramp Facility, Stockton, CA

Buckley Cove Launch Ramp Facility, Stockton, CA

National City Marina, San Diego, CA

Shelter Island Boat Launch Ramp Facility, San Diego, CA

South Harbor Launch Ramp Refurbishment, Santa Cruz, CA

San Leandro Marina Boat Launch Ramp Facility, San Leandro, CA

Lake Nacimiento South Shore Boat Launch Facility, Monterey County, CA

M.A. FRANCIS & ASSOCIATES, INC.

Mechanical & Electrical Engineers



MAGDY A. FRANCIS, P.E.

SENIOR MECHANICAL AND ELECTRICAL ENGINEER

QUALIFICATIONS

Education
BS, 1971, Electrical and
Electronics
Cairo, Egypt

Magdy Francis has a wealth of experience with more than 31 years in the electrical & mechanical engineering fields. He is a registered professional electrical and mechanical engineer in California, Washington, Arizona, and Nevada.

Registrations
E11665, CA
M30213, CA
M/E 29230, AZ
M/E 7238, NV
M/E 37110, WA

His experience in the consulting engineering field has encompassed a variety of system studies, water treatment plants, desalination plants, co-generation, short circuit & coordination studies, design and analysis projects for industrial, institutional, and commercial projects.

SELECTED PROJECT EXPERIENCE

Port of Los Angeles – (Container cranes for Mitsubishi) Electrical power distribution, security lighting, and coordination with Port Engineers.

Port Hueneme – Electrical power distribution and lighting for Office / warehouse.

California State University of Long Beach – 15 KV Power distribution.

San Diego Naval Station – 15KV Power distribution.

Agdabia's Desalination Plant, Lybia

Boeing (McDonnell Douglas) – Electrical system evaluation, site survey, recommendations, and cost estimates.

City of Compton Water Pump Station – MCC and Control.

City of Seal Beach Pump Station – VFD, MCC, and Control.

Disneyland – Numerous Substations Upgrades.

North East Water Treatment Plant, Cairo

Long Beach Naval Shipyard – Power distribution upgrade.

Egyptian Electrical Network and Substations – Rehabilitation and expansion.

Mokattam City – Planning and design of the electrical transmission and distribution.

Sadat City – Planning and design of the electrical transmission and distribution.

AFFILIATIONS

Magdy is a senior member and the past Chairman of the Institute of Electrical and Electronic Engineers (IEEE). He is a member of the Industry Application Society of Los Angeles, and a member of the Industry Application and Power Engineering Society of Orange County, as well as, a member of the Illuminating Engineering Society (IES), International Association of Electrical Inspectors (IAEI), National Fire Protection Association (NFPA), Professional Affiliate of American Institute of Architects (AIA), and Association of Energy Engineers (AEE).

A.

TranSystems will act as the Department's extension of staff. We will supplement the Department's staff with professions in design, inspection and project/construction management. In seeking to serve the Department, we will maintain close liaison with the Contract Administrator. We will make our staff available on an as-needed basis as required by the Department.

TranSystems designated representative is Mr. Steve Schmucker, who will be responsible for the firm's day-to-day activities related to each Work Order, and who will be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day, and at other times as required by the work. After a work order is authorized, Mr. Schmucker will, in turn, assign the work to the Project Manager, Cameron Duncan.

However, all Department requests for services will be responded to under the general direction of Steve Schmucker, Principal-In-Charge.

The work set forth in the Request for Proposals can be organized into four distinct activity categories; Harbor Engineering, Design, and Project /Construction Management. The following is a general description of the work entailed.

Harbor Engineering

The harbor engineering function is primarily a review and consultation role. Tasks relate to County-leased facilities, waterways and dredging, review of lessee proposals, and planning support. Project Manager, Cameron Duncan will coordinate TranSystems resources as necessary to promptly respond to the Department's needs and requirements.

Design

Design is project oriented, and generally relies on TranSystems special engineering experience with harbor and beach structures. This function would also include condition surveys of County owned facilities, preparation of AutoCad drawings, technical specifications, and calculations. Principal Engineer Cameron Duncan, SE, will be responsible for organizing design activities.

Project and Construction Management

This function relates to implementation of County projects whether designed by TranSystems, the County or third parties. We will perform value engineering and constructability reviews; prepare cost estimates; prepare general conditions specifications; inspect the work; and make recommendations for changes, payment and final acceptance. TranSystems personnel will operate at the construction site or at our local office. Area construction Manager Steve Schmucker will organize and implement TranSystems work for management projects under the direction of Principal-In-Charge Steve Schmucker.

B.

TranSystems has acted as the Harbor Engineering for the Department for over 15 years. In that time, we have supported the Department before the Coastal Commission, Design Control Board, California Department of Boating and Waterways, and the California Department of Fish and Game by providing information, reports and expert testimonials.

C.

TranSystems employs three full-time licensed Professional Engineers in this region, all whom are available to perform services for this contract on an as-needed basis, Including:

Cameron Duncan, SE: Mr. Duncan is serving as Construction Management Engineering Lead for the rehabilitation of the Long Beach Alamitos Bay Marina. The project will result in a complete rebuild of the marina, including basin and main

channel dredging, seawall repair, replacing the deteriorated wood docks with new concrete docks and piling, upgrading the utility infrastructure, new restrooms and refurbished parking areas.

Marina Rule Cope, PE: Project Manager for design and construction administration for part of the 107 acre intermodal terminal at Berths 266-270, including support buildings and a 28 acre intermodal railyard. The railyard features an on-dock rail link, access tracks, four 2,250 foot loading tracks, and an in-ground compressed air system. Support buildings included a 60 foot tall terminal control tower building.

Juan Garcia, PE: Structural Engineer designer. Juan has performed structural engineering design (vertical & lateral load calculations) for a variety of residential and commercial buildings that involved the design of wood, concrete, and steel. He has performed on-site structural observation and inspection for various projects to confirm accordance with plans & specifications. Juan maintains strong client relationships by meeting and corresponding with clients (Architects, Contractors and Owners) before, during and after performing engineering services to review project requirements and guarantee customer satisfaction.

Our engineering staff specializes in engineering of marine facilities and is active in industry associations, such as California Marine Affairs and Navigational Conference, California Marine Parks & harbors Association, Western Dredging Association and the California Port Captains and Harbor Masters Association.

D.

TranSystems has the commitment that every project designed is fully constructible. With this implementation oriented focus in mind, the firm provides on the highest quality drawings, specifications and reports. TranSystems currently enjoys a 70% repeat customer rate, a testament to the level of quality services we provide.

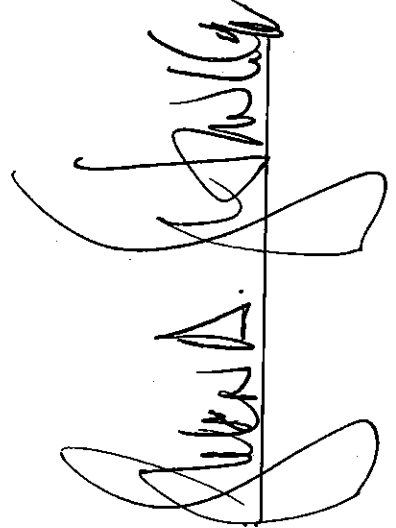
QUALITY CONTROL PLAN

Describe the procedures by which your firm will ensure compliance with the Contract terms and conditions. The plan shall include at a minimum:

- a. Who will review documents prepared by your office?
- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
- d. How will you cover unexpected absences?
- e. If you have a written quality control plan or written procedures for your staff, please attach them.

Additional Information (Attach pages if necessary):

Signature _____



A.

The Construction Management group reviews all Design documents from a constructability standpoint prior to final submittal. Project Manager, Cameron Duncan, SE, reviews design documents and calculations.

B.

TranSystems will immediately correct any deficiencies noted by any reviewers, including the Construction Management group, Principal-In-Charge Steve Schmucker, the Department or The Building and Safety Division of Public Works.

C.

TranSystems will respond immediately should the Department finds work inadequately performed. The firm has the capacity to handle urgent requests without delay.

D.

TranSystems maintains redundant capacity in both Design and Management groups. Unexpected absences will not be allowed to impact schedule or quality.

E.

All work will be conducted and/or prepared under the supervision of a Project Manager, Cameron Duncan, SE. Design and Engineering functions will also be overseen by Mr. Duncan who will assure the accuracy and appropriateness of design. All engineering design will be prepared by registered professionals, experienced in the field of work being designed. Our design division has a formal quality control program consisting of standardized formats and multi-tiered reviews.

All other activities will be overseen by the firm's Vice President/Principal-In-Charge, Steve Schmucker. Mr. Schmucker will assure the timeliness of performance, accuracy and completeness of the work product. Mr. Schmucker will regularly interview appropriate Department Division Chiefs and other staff to ensure their satisfaction with the quality of TranSystems work.

1. Document Control. TranSystems maintains a complete document control system that monitors all documents sent or received. This system will enable us to provide virtually any document to the Department that was either prepared by us, or sent to us by the Department or a third party.
2. Cost Control. At the beginning of all major tasks, TranSystems will formalize and submit a budget for the work, and a budget for the ultimate value of the constructed facility or structure. TranSystems will prepare cost reports for its activities on a monthly basis. At pre-assigned design levels, we will prepare cost estimates to confirm budget conformance. In our capacity as construction managers, we will monitor the contractor's expenditures and prepare budget versus actual reports to support contract management.
3. Schedule Control. We will prepare bar-chart schedules for small projects and critical path schedules for larger projects. The schedules will identify major activities and milestones to enable the Department to monitor progress and to plan related activities. On larger design projects or construction management projects, we will prepare monthly schedules that contrast planned versus actual schedules.
4. Communication with Department. TranSystems will maintain communication systems that will enable the Department to contact TranSystems at all times during the Department's regular business hours. This includes access to TranSystems via phone, fax, e-mail, and cell. TranSystems will return calls during business hours not later than the next business day, and as soon as reasonably possible if the call is designated urgent. TranSystems will provide after hours telephone numbers to the Department for emergencies during off hours or weekends.
5. Monthly Reports. TranSystems will prepare reports for the County Contract Administrator on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charge for the services

rendered; the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

6. Final Project Report. When required by the Work Order, TranSystems will prepare a final written report upon completion of the assigned work summarizing TranSystems' findings, recommendations, plans and designs in accordance with the Contract Administrator's instructions.
7. Performance Evaluation. TranSystems will meet annually, or more often as required by the Department, with the Director, Deputy Director, the County Contract Administrator, and designated Department staff to review our performance under this agreement. We will take minutes of the meeting, set performance milestones, and take immediate action to correct any inadequacy or short-coming identified. It is our intention to implement a "lessons learned" program to improve the quality of our service.
8. Quality Control Plan. In addition to our established internal quality control program, on large efforts we will prepare a project specific quality control plan. This plan will be followed throughout the life of the project.
9. Professional Standards. TranSystems and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence, which apply to the engineering profession and engineering specialty.
10. Professional Registration. TranSystems' staff shall maintain applicable California engineering registration throughout the term of the Contract and any extension period, and shall inform the Department in writing immediately upon the suspension, revocation, lapse or other loss of professional registration. TranSystems' staff consists of registered civil, coastal and structural engineers. Proof of individual registration will be provided upon request.
11. CAD Files. TranSystems shall prepare all of its design work product on the latest version of AutoCAD. Copies of the AutoCAD files and documents will be delivered to the Department's offices upon the County Contract Administrator's request.

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 7 of the RFP.

1. List the governmental agencies and private institutions for which your firm has provided harbor engineering services during the last five years. (At least 5 years' experience in the field must be demonstrated.)

Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number	Description of Services
2001	2008	LA County, Beaches & Harbor	13837 Fiji Way Marina del Rey, CA	Gregory Woodell	818.687.3979	Design engineering, estimating, regulatory permitting, construction management, facilities design.
2003	2007	City of Long Beach	333 W. Ocean Blvd., 9th Floor Long Beach, CA 90802	Mark Sandoval	562.570.3215	Regulatory permitting, ADA compliance, design. Construction management, design/build mairia.
2002	2006	Port of Santa Cruz	135 Fifth Avenue Santa Cruz, CA 95062	Brian Foss	831.475.6161	Design engineering, estimating, regulatory permitting, construction engineering
2001	On-going	City of San Leandro	835 East 14th Street San Leandro, CA 94577	John O'Driscoll	510.577.3412	Design engineering, estimating, regulatory permitting, construction engineering
2005	2007	County of San Mateo	96 Harbormaster Road, #1 So. San Francisco, CA 94080	Gary Lockman	650.583.4400	Design engineering, estimating, regulatory permitting, construction engineering
2002	2006	City of Pittsburg	65 Civic Avenue Pittsburg, CA 94565	Ron Nevels	925.252.4962	Design engineering, estimating, regulatory permitting, construction engineering

2. How many full-time workers does your firm employ?

1,156

3. Attach an organizational chart or describe the organization of your firm:

4. Attach copies of financial statements (balance and income statements) for the last full fiscal year and any partial year through at least December 31, 2002. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements

5. Credit references. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
See attachment				

6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature: _____

TRANSSYSTEMS CORPORATION
2400 PERSHING ROAD
SUITE 400
KANSAS CITY, MO 64108
816-329-8700
Tax ID: 43-0839725
DUNS: 04-510-2084

BANK REFERENCES

FIRST NATIONAL BANK OF KANSAS
6201 COLLEGE BLVD.
OVERLAND PARK, KS 66211
ABA# 101003317
ACCT# 90023714
(913) 266-9185
PATRICK SALSBURY

TRADE REFERENCES

CORPORATE EXPRESS
PO BOX 71217
CHICAGO, IL 60694
(800) 472-4318

LOCKTON COMPANIES
444 W 47TH STREET
SUITE 900
Kansas City, MO 64112
(816) 960-9000

HYATT HOTELS - KANSAS CITY
2345 MCGEE STREET
KANSAS CITY, MO 64108
(816) 421-1234

CELTIC LEASING CORP.
4 PARK PLAZA, STE. 300
IRVINE, CA 92614
(949) 263-3880, (949) 263-1331 fax

ENTERPRISE FLEET SERVICES
PO BOX 4318
OVERLAND PARK, KS 66204-0318
(913) 384-9799
(913) 384-7222 fax

WESTIN CROWN CENTER HOTEL
ONE PERSHING ROAD
KANSAS CITY, MO 64108
(816) 474-4400

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer TranSystems, the undersigned certifies, declares and agrees as follows:

1. Absence of Any Conflict of Interest. The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. Independent Price Determination. The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. Compliance with County Lobbyist Ordinance. The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. Consideration of GAIN/GROW Participants for Employment. As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

☐ Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

☐ Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Steven A. Schmucker
Name

Signature

Vice President
Title

April 1, 2008
Date

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**FIRM NAME: TranSystems

☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ I AM ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>1,251</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			6	1	18	13
Hispanic/Latino			13	2	30	14
Asian or Pacific Islander			28	6	34	16
American Indian			2	1	3	0
Filipino						
White			466	89	345	156

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed. The owners of the company are 291 shareholders and cannot be provided by race. A list of shareholders and percentages can be provided upon selection.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name: <u>Steven A. Schaeffer</u>	Authorized Signature: 	Title: <u>Vice President</u>	Date: <u>4-1-08</u>
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**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: TranSystems		
Company Address: 6700 East Pacific Coast HWY, Suite 201		
City: Long Beach	State: CA	Zip Code: 90803
Telephone Number: (562) 594-6974		
Solicitation For (Type of Services): Harbor Engineer		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

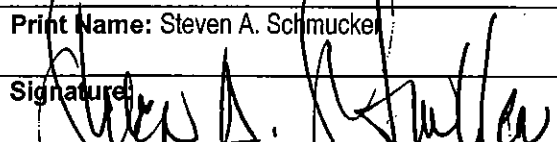
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Steven A. Schmucker	Title: Vice President
Signature: 	Date: 4-1-08

CHARITABLE CONTRIBUTIONS CERTIFICATION

TranSystems
Company Name

6700 East Pacific Coast HWY, Suite 201, Long Beach, CA 90803
Address

43-0839725
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.


Signature

4-1-08
Date

Steven A. Schmucker, Vice President
Name and Title of Signer (please print)

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
NOBLE CONSULTANTS, INC.**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Noble Consultants, Inc. (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the engineering services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6 and P-8 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of July 29, 2008 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued March 4, 2008.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the later of July 29, 2008 or the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two

one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration date of the Contract term or optional Contract Year or within 30 days, whichever is earlier, the offer shall be deemed revoked.

1.3.3 Extension to Complete Work Order.

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for harbor engineering services among all Contractors shall not exceed \$200,000. The County may, for non-storm related projects, at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for harbor engineering services may exceed the aforementioned \$200,000 to the extent that a lessee or other third party is obligated to reimburse the County for its harbor engineering expenses.

In addition, for storm related projects, the County may at its discretion expend an amount not to exceed \$2,380,000. These funds are primarily reimbursable from the Federal

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In addition, for storm related projects, the County may at its discretion expend an amount not to exceed \$3,100,000. These funds are primarily reimbursable from the Federal Emergency Management Agency, Office of

Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance Budgets.

1.4.2 Increase of Contract Sum by Director.

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$200,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates.

Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's employee hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1. There are no other reimbursable expenses under this Contract.

1.4.4 Increase in Maximum Compensation Under Work Order.

The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order.

Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of

each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance Budgets.

1.4.2 Increase of Contract Sum by Director.

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$200,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

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1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
NOBLE CONSULTANTS, INC.**

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services, and expenses required for the performance of the Contract.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in

the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Maintain CAD Files. The Contractor shall maintain any computer-assisted drafting (CAD) files and other drafting documents prepared for the Department and shall deliver copies of the files and documents to the Department in the desired file format upon the Contract Administrator's request.

2.1.7 Contractor to Make Semi-Monthly Reports. The Contractor shall report to the Contract Administrator on a semi-monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.8 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR). The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 Engineers. Contractor shall provide the professional services of the civil engineers, structural engineers, harbor engineers, and

project managers identified in the Contractor's Proposal.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Provide professional engineering services and consultation as required to support the planning, facilities, and executive staff of the Department of Beaches and Harbors;
- Review development proposals, engineering drawings, and architectural plans and furnish advice on the feasibility and impact of the proposals;
- Review plans and specifications for proposed construction and repair;
- Evaluate plans and designs for proposed County facilities in Marina del Rey and on County-operated beaches;
- Provide construction management services for capital and refurbishment projects in Marina del Rey and on County-operated beaches;
- Review engineering technical documents;
- Prepare design drawings for smaller projects;
- Design co-owned shoreside structures;
- Review and update minimum standards for Marina construction;
- Evaluate and analyze structures built over water;
- Evaluate and analyze all maritime activities such as docking, maneuverability and design of docks, floats, and gangways;
- Review navigation and boating circulation within Marina del Rey and recommend changes;
- Review proposals, plans, and specifications for harbor dredging;
- Estimate costs and prepare construction budgets;
- Evaluate dock repairs, modifications, and improvements by lessees;
- Review proposals, plans, and specifications for beach sand replenishment;
- Review proposals, plans, and specifications for construction or repair of beach infrastructure, including revetments, groins, jetties, piers, and the like;
- Provide professional support as required for Departmental presentations to Beach Commission, Small Craft Harbor Commission, Design Control Board, Regional Planning Commission, Los Angeles County Board of Supervisors, California Coastal Commission, and other bodies;
- Upon reasonable notice, appear at such times and places as County may require to provide consulting services;
- Provide a structural engineering inspection of waterside improvements in Marina del Rey when directed by the CA;
- Provide a structural engineering inspection and an inspection report with respect to any possible structural deficiency of landside and waterside improvements;

- Perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the engineering profession and engineering specialty.

2.4.5 Contractor to Maintain Professional Registration. The Contractor shall maintain his or her California civil engineer registration throughout the term of the Contract and any extension period and shall inform the Department in writing immediately upon the

suspension, revocation, lapse, or other loss of professional registration. Such suspension, revocation, lapse, or other loss of professional registration shall be deemed a material breach of the Contract and shall be grounds for termination of the Contract pursuant to Section 3.16.

2.4.6 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

2.4.7.2 Drawings shall appear clean, well-executed, and professionally prepared.

2.4.7.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.5 Hourly services shall be accurately reported.

2.4.7.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
NOBLE CONSULTANTS, INC.**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Noble Consultants, Inc. (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the engineering services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6 and P-8 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of July 29, 2008 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance

coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by

the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contractor's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract

without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a

prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of

the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the

County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-8, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.33.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the

Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

3.33.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.33.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 If the Contractor has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. The hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.33.9 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the

federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

3.36.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.36.2 Written Employee Jury Service Program.

3.36.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.36.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by

the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.36.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.37 SAFELY SURRENDERED BABY LAW.

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The

fact sheet is set forth in Exhibit 3 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Saely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

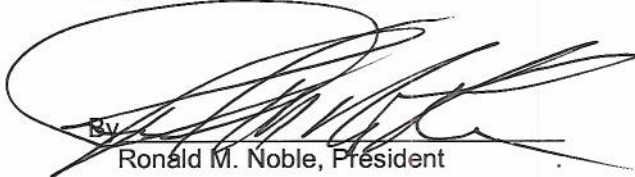
3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all

such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year first written above.

Noble Consultants, Inc.


By Ronald M. Noble, President

By Yvonne B. Bunker
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sachi A. Hamai
Deputy

By Sachi A. Hamai
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Raymond G. Fortner, Jr.
Deputy

ADOPTED
BOARD OF SUPERVISORS

#23

JUL 08 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REQUEST FOR PROPOSALS FOR HARBOR ENGINEER OFFER TO PERFORM

Proposer: Name: Noble Consultants, Inc.
 Address: 2201 Dupont Drive, Suite 620
Irvine, CA 92612
 Phone: 949-752-1530 Fax: 949-752-8381

To: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide civil engineering consultation and services in connection with property located within the Marina del Rey Small Craft Harbor and on County-operated beaches on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

As there are no Contractor reimbursable expenses allowed for these services (Contract Section 1.4.3), the hourly rates submitted for each job title shall include all overhead required for performance of the Contract.

The rate(s) for services shall be:

Job Title:	Hourly Rate:
**** See Attached	Dollars (\$ _____)
_____	Dollars (\$ _____)
_____	Dollars (\$ _____)
_____	Dollars (\$ _____)

The proposal is subject to the following additional conditions:

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture
☐ limited liability company ☐ other

State of Organization: California Principal place of business: Irvine and Novato, CA

Authorized agent for service of process in California:

None		
Name	Address	Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any manner pertaining to the proposed Contract:

Jon T. Moore, P.E.	Vice President	949-752-1530	Ronald M. Noble, P.E.	President	949-752-1530
Name	Title	Phone	Name	Title	Phone

Dated: March 28, 2008

Proposer's signature:

Ronald M. Noble, P.E.	President	949-752-1530
Name	Title	Phone

SCHEDULE OF CHARGES

Labor* (per hour)

Senior Principal Engineer	\$280	Senior Survey Engineer	\$135
Principal Engineer	234	Staff Engineer III	132
Associate Engineer II	206	Staff Engineer II	128
Associate Engineer I	192	Staff Engineer I	115
Senior Structural Engineer II	178	Surveyor II	110
Senior Structural Engineer I	166	Surveyor I	98
Senior Engineer II	178	Senior Construction Inspector	106
Senior Engineer I	166	CADD Designer/Operator	106
Structural Engineer	156	Assistant Engineer	102
Project Engineer II	146	Construction Inspector	98
Project Engineer I	136	Technician	84
Construction Manager	142	Word Processing / Clerical	76
Construction Cost Estimator	135		

* Depositions, mediations, arbitrations, and court appearance labor is two times the rate shown and billed in 1/2-day increments.

Reimbursable Expenses**

In-house

Survey Vessel	\$300 per day	CADD Plots	\$2.00 per page
RTK-DGPS Surveying	375 per day	Imagenex Profiling Sonar	375 per day
Locus DGPS Surveying	275 per day	Imagenex Side Scan Sonar	375 per day
DGPS Navigation System	375 per day	Sparker Sub-bottom Profiler	400 per day
Gyro	25 per day	Uniboom Sub-bottom Profiler	350 per day
Motion Compensator	200 per day	3.5 Tuned Transducer System	250 per day
Precision Depth Sounder	75 per day	Marine Magnetometer	200 per day
Tide Gage	75 per day	Underwater Video System	125 per day
Theodolite/Total Station	150 per day	Truck	100 per day
Radios	15 per day	Generator	50 per day
Photocopying	0.30 per page	Inspector Boat	100 per day
Color Photocopy (8-1/2x11)	1.00 per page	Automobile	1.00 per mile
Color Photocopy (11x17)	1.25 per page		

Out-of-Pocket

Travel, Subconsultants, Printing, Communication, etc.

** In-house at scheduled rate plus 15%. Out-of-pocket at cost plus 15%.

Invoices

Bills are due and payable on presentation. Interest at 1.5% per month (but not exceeding the maximum rate allowable by law) is payable on any amounts not paid within 30 days.

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about engineers, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Ronald M. Noble, P.E.	Employee	Principal In Charge	Quality Control Coastal/Harbor Engineering
Jon T. Moore, P.E.	Employee	Project Manager	Project Management Coastal/Harbor Engineering
Scott Noble, P.E.	Employee	Principal Investigator	Dredging Coastal/Harbor Engineering
Chia-Chi Lu, Ph.D., P.E.	Employee	Principal Investigator	Coastal Engineering
Thomas Fischetti, P.E.	Employee	Principal Investigator	Structural/Civil Engineering
Claudio Fassardi	Employee	Principal Investigator	Coastal Engineering
Wenkai Qin, Ph.D., P.E.	Employee	Principal Investigator	Coastal Engineering
Glenn Gibson	Employee	Principal Investigator	Construction/Cost Estimates
Rick Hollar	Employee	Principal Investigator	Survey

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** Ronald M. Noble and Scott M. Noble

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Larry Paul	Larry Paul & Associates	Subconsultant	Inter-Agency Coordination and Collaboration	2967 Michelson Drive, G244 Irvine, CA 92612	(949) 439-1455
Noel Davis	Chambers Group, Inc.	Subconsultant	Marine Biology/CEQA	17671 Cowan Avenue, Suite 100 Irvine, CA 92614	(949) 261-5414
Rudy Pacal	Gorian & Associates, Inc.	Subconsultant	Geotechnical Engineering	3595 Old Conejo Road Thousand Oaks, CA 91320	(805) 372 9262
Jeff Terai	Harbor Offshore, Inc.	Subconsultant	Underwater Diving Inspection	5720 Nicolle Street Ventura, CA 93003	(805) 639-2205
Steve Cappellino	Anchor Environmental CA L.P.	Subconsultant	Contaminated Sediments	28202 Cabot Road, Suite 425 Laguna Niguel, CA 92677	(949) 347-2782

4. LICENSES: List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Ronald M. Noble	Civil Engineer	C23436
Scott M. Noble	Civil Engineer	C38563
Jon T. Moore	Civil Engineer	C25673
Thomas Fischetti	Civil Engineer	C39539
Chia-Chi Lu	Civil Engineer	C52521
Wenkai Qin	Civil Engineer	C68730

5. STATEMENT OF APPROACH TO THE SCOPE OF WORK:

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items:

- How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;
- Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;
- Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and
- Proposer's ability to provide professional quality engineering drawings and other work product.

Signature: _____



RONALD M. NOBLE
SENIOR PRINCIPAL ENGINEER

EDUCATION

University of California at Berkeley, M.S., 1969
Civil/Coastal Engineering
San Jose State University, B.S., 1968
Civil Engineering

REGISTRATION

California, Civil Engineer, 1973, RCE 23436
NAUI Scuba Diver

EXPERTISE

Mr. Noble has over 39 years of experience in coastal-ocean engineering, navigational/dredging projects, waterfront structures, hydrologic analysis and computer modeling. He has worked on a broad cross section of coastal/oceanographic and hydrologic engineering projects involved with riverine, estuarine, and coastal processes, dredging operations, navigational surveys, flood studies and the design of port facilities, small craft harbors and waterfront structures. Projects have included beach nourishment & stabilization, navigational improvements, wetlands restoration, piers, floating berths, breakwaters, bulkheads, seawalls, groins, and channel stabilization structures. He has been equally involved in overseeing engineering analyses, permit processing, engineering design, construction contract documents & bidding, and construction management for these projects.

EXPERIENCE

Principal-In-Charge/Project Manager for the San Diego Association of Governments (SANDAG) Regional Beach Sand Project. Responsibilities included preparation of design, plans, specifications, and contract documents; and overseeing construction management/resident inspection to re-nourish twelve San Diego County beaches with over 2 million cubic yards of sandy material dredged from six offshore borrow sites. Dredging was performed with a trailing suction hopper dredge that then attached to inshore mono-buoys for pumping sand materials to shore.

Provided construction management oversight support to County of Orange for dredging one million cubic yards in Upper Newport Bay with offshore barge disposal during 1 ½ year period. Services included contractor dispute resolution, interpretation of contract documents, review of change orders, and providing/managing three to five construction inspectors for 24 hours per day operation.

Directed a comprehensive coastal study for BEACON along the Santa Barbara/Ventura Counties coastline which included the inventory of offshore, harbor entrance and fluvial sand sources, estimating erosion rates and sediment budgets, preparing a comprehensive sand management program to control beach erosion and recommending and implementing an effective monitoring plan to observe indicators of beach health.

Principal-In-Charge for U.S. Navy Special Project M10-90 to perform hydrographic and underwater diving surveys, perform topographic mapping, and prepare plans, specifications, bid documents and construction cost estimates for maintenance dredging of six miles of channel, Piers 1,2,7,8 and 13, and Chollas and Paleta Creeks at Naval Station, San Diego.

Principal-In-Charge for U.S. Navy Special Project M1-90 to perform hydrographic and underwater diving surveys, perform topographic mapping, perform geotechnical vibrocore sampling, and prepare plans, specifications, bid documents and construction cost estimates for maintenance dredging of ammunition Pier Bravo and the turning basin for the Quaywall on North Island, San Diego.

Project manager for overseeing rehabilitation of City of Oceanside Municipal Pier that included feasibility studies, development of design criteria, demolition of storm damaged pier, design of new pier including buildings and shoreline protection, and construction management and inspection of pier, buildings and shoreline protection during construction.

NOBLE CONSULTANTS, INC.

Directed design for replacement of the San Leandro Marina including reconfiguration of berthing layout and preparation of plans, specifications, cost estimates, construction schedule, and bid documents for new floating dock and piling system, approach piers, dredging, and utilities and landscape improvements. Directed construction management and resident inspection during construction.

Performed engineering design, and prepared plans and specifications for new 550 boat Sunroad Marina in San Diego Bay, which included concrete floating dock system, all appurtenances and a prestressed concrete sheet pile breakwater. Also, provided construction inspection.

Prepared conceptual design and directed final design, plans, specifications and cost estimates for the Navy's NTC marina expansion project in San Diego Bay, which included floating timber dock system, two concrete piers, shoreline protection, support building and site improvements.

Principal-In-Charge for preparing engineering design, plans and specifications for the reconfiguration of the City of San Leandro's 112-acre upland confined dredge disposal site to handle maintenance dredging. This project included engineering design, environmental permitting, development of long range operational plan, removal of deposited dredge sediments, water quality testing and reconfiguration improvements.

Principal-In-Charge for the County of Orange maintenance dredging project at Huntington Harbor/Sunset Harbor, which included hydrographic surveying and mapping, preparation of plans, specifications, bid documents and cost estimates, geotechnical and environmental investigations, mitigation of eelgrass, and construction monitoring.

Design engineer for Coronado Cays Company's, Coronado Cays waterfront development in San Diego, which included engineering design, plans, specifications and cost estimates for one million cubic yards of dredging for a one mile long navigation channel, bulkheads, and rock slope protection.

Principal responsible for review of NCI dredging evaluation analysis for Wrangell Narrows Navigation Improvement consisting of up to 15 million cubic yards of dredging for 24 miles of channel widening and deepening for Alaska District, COE.

Principal responsible for NCI's coastal hydraulic analysis and design of navigational and harbor improvements to the Sand Point Harbor facilities in the Aleutian Islands for the Alaska District, COE.

Directed the engineering studies to develop oceanographic design criteria and recommend alternative plans for repair or replacement of the Huntington Beach and Redondo Beach Municipal Piers, and performed engineering design and preparation of plans and specifications for reconstruction of the damaged Redondo Beach pier.

Prepared conceptual designs, final designs, plans, specifications and/or construction inspection for numerous marina facilities including Marina del Rey, King Harbor, Huntington Harbour, Sunroad, NTC-Navy, San Leandro and Lighthouse in California, and Cancun and San Carlos in Mexico.

Principal-In-Charge for U.S. Navy harbor expansion project at Naval Weapons Station, Seal Beach, which included conceptual design and cost evaluation for expansion of existing harbor facilities including new channel dredging, breakwater, trestle and pier/wharf structures, and offshore terminal to handle AOE-6 class ships.

Directed and/or performed the engineering analysis and design, including plans, specifications and cost estimates, and performed construction management and inspection, for shoreline protection consisting of revetments, seawalls, bulkheads, groins, breakwaters and beach nourishment. These improvements have been designed using stone, concrete, steel, and sand for locations throughout California, the United States, and overseas.

Directed preparation of reconnaissance reports, final feasibility reports and conditional surveys for southern

California harbors for the U.S. Army Corps of Engineers. These studies included engineering analyses and cost-benefit evaluations for harbor improvements such as dredging, breakwater/jetty modifications, spur groins and sediment traps.

Performed siting and design investigation for dock structures at 15 atolls within the Marshall Islands Group. This investigation included site selection, development of design criteria, and the design, configuration, and alignment schemes for dock structures.

Project engineer for Alumina Partners of Jamaica wharf design project in Port Kaiser, Jamaica, which included engineering design, plans, specifications and cost estimates for a finger pier berth using an anchored steel sheet pile pier with rock slope protection.

Project manager for the National Shoreline Study, California Regional Inventory that identified shoreline erosional conditions for the entire state's shoreline area. Recommended and identified beach nourishment and/or other suitable protection including estimated costs and priorities of importance.

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
Association of Coastal Engineers
Consulting Engineers and Land Surveyors of California
American Council of Engineering Companies
American Shore and Beach Preservation Association
California Shore and Beach Preservation Association
California Marine Parks and Harbor Association
Permanent International Association of Navigation Congresses
American Nuclear Society

PROFESSIONAL RECOGNITION

Member, Coastal Engineering Research Council since being appointed in July 1980
Director & Charter Member, Association of Coastal Engineers
Past Director, American Shore and Beach Preservation Association
Past President, Marin Chapter-Consulting Engineers and Land Surveyors of California
Chairman, ICCE 2006 (30th International Conference on Coastal Engineering) Held in San Diego, California, September 2006
Director, World Marina Conference, Inc. that sponsored World Marina Conference, Long Beach, California, April 29 - May 2, 1991
Chairman, American Nuclear Society Committee that developed an American National Standard on Design Basis Flooding at Power Reactor Sites
U.S. Expert Representative on the International Atomic Energy Agency Committee for Development of an International Standard on Design Basis Floods for Nuclear Power Plants on Coastal Sites
General Chairman, National Shoreline symposium, "Shoreline Forum '79", held in Los Angeles, California
Member, ANS Committee on Site Evaluation of Power Reactor Sites

JON T. MOORE
PRINCIPAL ENGINEER

EDUCATION

University of California at Berkeley, M.S., 1972
Civil Engineering
University of California at Berkeley, B.S., 1971
Civil Engineering

REGISTRATION

California, Civil Engineer, 1975, RCE 25673
Florida, Professional Engineer, 1986
South Carolina, Professional Engineer, 1984

EXPERTISE

Mr. Moore is a civil engineer with over 36 years of specializing in coastal and offshore projects. His breadth of experience includes design criteria recommendation, site planning, problem mitigation studies to rectify existing adverse conditions, environmental assessment of proposed improvements and the preparation of plans and specifications for various types of coastal structures development and civil works construction.

EXPERIENCE

Principal in Charge for a 14 year on call contract with the City of Oxnard to provide services for Mandalay Bay's 6.5 mile long seawall and watering system. These services have included seawall repair and maintenance, plans, specifications and oversight of maintenance dredging, plan checks, emergency responses to homeowners and storm damage, and underwater survey oversight. This project began in 1993 and is an ongoing project. Over \$4,000,000 has been spent to date for various seawall repairs and maintenance dredging work.

Project engineer for the proposed 250-slip National City Marina. Responsible to the Unified Port District of San Diego for preparation of the 30 percent complete plans and specifications to enable lessee solicitation. The work included excavation and removal of 400,000 cubic yards of sand and bay deposits, optimization of the slip layout, perimeter slope protection, upland access, parking and infrastructure, three public buildings and landscaping. Special project design conditions included seismic risk, poor foundation conditions and a significant federal flood control channel adjacent to the entrance. Conceptual design studies began in 1992, and construction was completed in 2005. The project cost was \$7,200,000.

Principle in Charge for the Channel Islands Harbor Revetment Shoreline Stabilization Project. This project consists of approximately 4,000 feet of revetment replacement and slope toe stabilization. Design work began in 2004. Construction was completed in 2007 for a cost of \$5,300,000.

Principle in Charge for the Niguel Shores Revetment project for the County of Orange. This project includes inspection of 2,000 of existing shoreline revetment and preparation of conceptual repair and rehabilitation plans. Work began in 2007 and is progressing to detailed design and construction. The estimated construction cost will be about \$2,000,000.

Project engineer for Engineering Design Services for Dredging, Bulkhead & Fender Improvements for an industrial plan at the Port of Long Beach. The project scope included preparation of a conceptual design to stabilize underwater slopes adjacent to the plant's deep water berth. This project began in 2006 and is ongoing. Estimated construction costs for the various design components will total over \$15,000,000.

Project engineer for the 1995 storm damage assessment of the San Buenaventura Pier. The study included a structural engineering review of timber pile capacity, storm wave conditions, and formulation of alternative repair/reconstruction methods. Assisted the City to implement a modified repair program and provided consultation during construction. Project engineer for design of steel pile/framed and timber stringer/deck system of reconstructed outer pier end including providing construction management during 1999-2000.

Design engineer for detailed engineering design and preparation of plans and specifications for repair to a storm-damaged section of the Redondo Beach Municipal Pier. Work included plans and specifications for demolition of damaged building improvements and replacement of timber pile, cap and deck.

Project manager for the Orange County Nearshore Wave Study to characterize extreme and more frequently recurring conditions. The study includes deep water hindcast, spectral nearshore transformation, and Monte Carlo simulation of occurrences over a 30-mile shore segment.

Project engineer for the final feasibility reports for Redondo Beach - King Harbor, Channel Islands Harbor, Ventura Harbor, and for the reconnaissance report at Mission Bay Harbor, Morro Bay Harbor and Rancho Palos Verdes shoreline. These projects were performed for the Los Angeles District, Corps of Engineers and included comprehensive coastal processes analysis, the evaluation of alternative improvement plans with preliminary designs, cost estimates, and economic optimization curves.

Project engineer for the deep draft harbor expansion of the U.S. Naval Weapons Station, Seal Beach. Responsibilities included plan formulation of alternative inshore and offshore berthing plans to accommodate BB, CV, LHA and AOE class vessels. Preliminary designs and engineering cost estimates were prepared for dredging, fill, wharf structures, offshore trestle access, breakwater protection and support infrastructure.

Project manager for preparation of a comprehensive erosion management plan for 60-miles of urbanized shoreline in Santa Barbara and Ventura County. The multi-disciplinary study prepared for the BEACON joint powers authority entailed definition of past, present and future coastal processes, delineation of problems and opportunities for improvement, identification of suitable offshore borrow sources for sand replenishment and formulation of technically, environmentally and economically feasible shoreline preservation and enhancement strategies.

Design engineer for detailed structural design and preparation of plans and specifications for replacement of the original timber segment of the Port Hueneme municipal recreation pier. Work included reconfiguration of the pier plan, replacement of electrical and mechanical service and construction inspection.

Project engineer and design engineer for preparing the final design, plans, specifications, contract documents, and construction cost estimates for a U.S. Navy marina facility in San Diego. The project included the design of two concrete piers, a floating timber dock system, a marina support building and all site improvements.

Performed review of construction submittals including shop drawings, supporting calculations, and certificates of materials testing and compliance; and performed intermittent construction inspection for the new 550-boat concrete dock Sunroad Marina in San Diego Bay.

Project engineer for planning, design, permitting and construction of municipal and private marinas in the U.S. Southeast. Designs included timber and concrete dock systems for protected and exposed site locations. Two facilities included post-tensioned floating concrete breakwaters. Activities also included dredging, specification of electrical and mechanical components, aluminum and timber bulkhead, and precast concrete fixed access piers.

Responsible for the planning, analysis, environmental assessment, and design of numerous coastal structures. Projects have included groin field evaluations, seawall design, fixed and floating breakwater design, and revetment and beach fill projects. Analytical experience includes conventional numerical and empirical techniques and innovative use of physical hydraulic models.

**PROFESSIONAL
AFFILIATIONS**

American Society of Civil Engineers
American Shore and Beach Preservation Association
Tau Beta Pi
Chi Epsilon

**PROFESSIONAL
RECOGNITION**

Chairman, Waterway, Port, Coastal and Ocean Division, ASCE, 1978 - 1982
Chairman, San Francisco Section, Waterway, Port, Coastal and Ocean Division Technical Group,
1977 - 1980
Treasurer, San Francisco Section ASCE, 1979 - 1980
Director, American Shore and Beach Preservation Association
Co-Chairman, Coastal Zone '78, The First Symposium on Coastal Zone Management, 1978

SCOTT M. NOBLE
PRINCIPAL ENGINEER

EDUCATION

Oregon State University, M.Oc.E., 1976
Ocean Engineering
University of California at Santa Barbara, B.A., 1973
Geography

REGISTRATION

California, Civil Engineer, 1984, RCE 38563

EXPERTISE

Mr. Noble is a civil engineer with over 30 years of experience specializing in the engineering analysis, design, cost estimating, and permitting of coastal, marina, lake, and wetland projects. This work has included coastal processes analysis, development of oceanographic design criteria, detailed design of marinas, shoreline protection, waterfront structures and wetland restoration projects, and the dredging of channels and lakes.

EXPERIENCE

Principal-in-Charge of the planning, concept development, hydrographic survey and data collection, numerical modeling, engineering analyses, and preparation of the contract documents and cost estimate for the Yosemite Canal Wetlands Restoration Project. Yosemite Canal is located in San Francisco and is a part of Candlestick Point State Park. The project involves creating approximately 12 acres of tidal habitat from upland areas including two islands, providing landscaping, constructing a segment of the Bay Trail, and constructing parking areas, an interpretive center and a barbeque area. NCI was responsible for the preliminary engineering and modeling, and the design of the three wetland basins and the overall grading plans. The numerical modeling including a 2D hydrodynamic model (RMA2) coupled with a 2D sedimentation model (SED2D). Wave hindcasting and wave generated sedimentation was also evaluated.

Principal-in-Charge of the planning, concept development, permitting, preparation of contract documents, cost estimating, and construction engineering for the San Joaquin Marsh Enhancement Project, Phases 1 & 2. San Joaquin Marsh is a fresh water marsh located in Irvine, California, a portion of which is owned and managed by the University of California Natural Reserve System. Phase 1 of the project involved creating 12 managed ponds, constructing a pump station to obtain water from San Diego Creek, installing a water distribution system consisting of pipelines and water control gates to allow water distribution to all ponds, and wetland planting. Phase 1 was constructed in 1999. Phase 2 involves improvements to water movement in other areas of the marsh by excavating channels and pond areas, an increase of wetland area by removing levees, installing culverts with control gates through the flood control levee to allow gravity flow of water from the creek, and planting. Contract documents for Phase 2 have been completed.

Principal-in-Charge of the design, preparation of contract documents and cost estimating for perimeter levees and control berms for the Hamilton Wetlands Restoration Project. The project is located in Marin County, California and was historically an Army Air Field. The Corps of Engineers was the client and the owner is the California Coastal Conservancy. Projects were completed under an expedited schedule. SPECSINTACT was used to prepare construction specifications and MCACES was used to prepare cost estimates.

Principal-in-Charge of the concept development, design, and preparation of plans, specifications and cost estimates for the Scottsdale Pond Improvement Project. Project components include excavating the pond to improve water quality and fish habitat, creation of a landscaped island for birds, landscaping around the perimeter of the pond, construction of ADA access and paths, installation of a fishing platform. The pond will be drained to perform the work in the dry.

Principal-in-Charge of the Montezuma Wetlands Marine Facilities Design. Work included layout, design, and preparation of drawings for a barge offloading access pier and landing, an onloading wharf, and a marine outfall pipeline.

Principal Engineer for the Sausalito Ferry Landing Replacement. Project involved the inspection and evaluation of existing timber structure with recommendation for replacement. Prepared the layout and design of a new concrete structure (piles, caps and deck), preparation of contract documents, cost estimating permitting, and construction oversight.

Principal Engineer for the boardwalk portion of the Tiburon Ferry Landing Improvements. The project involved the design of a replacement timber walkway with a new and extended timber structure to meet ADA requirements and provide public access to the shoreline and commuter access to the ferry landing.

Principal Engineer for the design of a pile-supported boardwalk through the marina basin in Alviso that has reverted to a wetland marsh.

Project engineer for engineering design and preparation of final plans, specifications, construction schedule and cost estimates and bid documents for replacement of San Leandro Marina, including floating docks and piling system, approach piers, dredging, slope revetment and utilities and landscape improvements. Also, included coordination and obtaining of all agency permits and building code/ordinance approvals.

Project engineer for preparation of preliminary plans and specifications for 800 boat Lighthouse Marina on the Sacramento River, including submittal of permit application material, preparation of cost estimates and evaluation of marina contractors/berthing manufacturers' products.

Principal in charge of the West Sacramento Launching Ramp Replacement project. This was a Department of Boating and Waterways funded project located on the Sacramento River and subject to undermining erosion.

Principal-in-charge of the planning and design for a fishing platform for the Port of San Francisco at Heron's Head Park (formerly Pier 98). Work included preparation of alternative concepts and cost estimates, preparation of exhibits and data for permit processing, detailed design, preparation of contract documents, and construction related services.

Project engineer for replacement of the marina facilities at Princess Marina in San Diego. Facilities included a timer dock system, with both sawn lumber and glu-lam construction, utilities, pumpout stations, and improved access.

Project engineer and directed all engineering design and the preparation of final plans, specifications, construction cost estimates and bid documents for dredging and rehabilitation of Laguna Niguel Lake including all permit processing with State and Federal agencies and coordination of subcontractor's work.

Project engineer for engineering design and the preparation of final plans, specifications, construction cost estimates and bid documents for maintenance dredging at Huntington Harbor/Sunset Harbor including all environmental work and permit applications and processing with government agencies and coordination of work from four subcontractors.

Project engineer for analysis and development of all oceanographic design criteria for the Oceanside and Huntington Beach Municipal Piers.

Responsible for evaluation of shoreline alternatives along Ocean Beach in San Francisco, including the analysis of the hydraulic model results and preparation of plans, specifications and cost estimates for the stone riprap portion of the project.

Responsible for independent review of construction cost estimate for City of San Francisco \$10,000,000 reinforced concrete seawall. Review resulted in resubmittal of construction cost estimate by construction

management team at a lower cost.

Prepared a beach nourishment and management plan for a two-mile stretch of Ocean Beach, San Francisco, which included an analysis of wave conditions, sediment transport and the sediment budget. Construction, operating and maintenance costs were also estimated.

Performed the design, inspection and monitoring of emergency shoreline work to protect homes along 8,000 feet of beach at Seadrift Spit in Stinson Beach.

Performed inspection of the shoreline conditions in front of nine homes in Point Richmond. Prepared plans and specifications and performed construction inspection for a concrete seawall in front of one of the homes.

**PROFESSIONAL
AFFILIATIONS**

American Society of Civil Engineers
Consulting Engineers and Land Surveyors of California
American Shore & Beach Preservation Association
Western Dredging Association
Tau Beta Pi

**PROFESSIONAL
RECOGNITION**

Past Chairman, San Francisco Section, Waterway, Port, Coastal and Ocean Engineering Technical Group
Past Contributing Member, ASCE Waterway, Port, Coastal & Ocean Engineering Task Force on
Microcomputers in Coastal Engineering

CHIA-CHI LU
ASSOCIATE ENGINEER

EDUCATION

University of Miami/RSMAS, Ph.D., 1984
Applied Marine Physics
University of Miami/RSMAS, M.S., 1981
Ocean Engineering
Cheng Kung University, Taiwan, M.S., 1977
Hydraulic Engineering
Cheng Kung University, Taiwan, B.S., 1975
Hydraulic Engineering

REGISTRATION

California Civil Engineer, 1994, RCE 52521

EXPERTISE

Dr. Lu specializes in the fields of coastal and hydraulic engineering and has extensive experience in the development of numerical simulation on related engineering problems by using various numerical techniques such as finite difference method, finite element method and boundary element method. He has extensive experience in the development of numerical models to simulate coastal and hydraulic processes and analyze engineering problems. He has conducted numerous coastal investigations and planning studies along the San Diego, Orange, Los Angeles, and Santa Barbara and Ventura counties shorelines.

EXPERIENCE

Dr. Lu has been involved in the analysis of nearshore wave transformation, sediment budgets, shoreline evolution, beach nourishment, oceanographic design criteria, coastal protection, dredging project, water circulation modeling and lake hydraulic analysis. He has worked on the following projects:

Involved in preparing a comprehensive erosion management plan for 60-miles of urbanized shoreline in Santa Barbara and Ventura County. The multi-disciplinary study prepared for the BEACON joint powers authority entailed definition of past, present and future coastal processes, delineation of problems and opportunities for improvement, identification of suitable offshore borrow sources for sand replenishment and formulation of technically, environmentally and economically feasible shoreline preservation and enhancement strategies.

Prepared an oceanographic assessment of a Draft EIR/ES for the BEACON beach nourishment demonstration project. The fate of the disposed dredged material as well as its potential impacts to the coastal processes was characterized via a series of comprehensive computer simulation programs developed by Water Resource Support Center, Waterways Experiment Station, Corps of Engineers.

Performed a reconnaissance study to assess storm damage potential associated with shoreline erosion, seacliff retreat and wave related flooding within the Encinitas shoreline reach. A coastal engineering analysis to document relevant oceanographic and sediment transport conditions, and prediction of future damages to property and infrastructure was prepared. Various alternative measures consisting of engineering and environmental evaluations were proposed to mitigate the storm damage scenarios.

Performed a comprehensive analysis of nearshore wave transformation, potential shoreline erosion, littoral transport and sediment budget for the entire Santa Barbara/Ventura County coastline on the BEACON coastal sand management project. Extensive numerical modeling of long- and short-term beach accretion and erosion was conducted.

Performed the engineering design required and preparation of final construction plans and specifications for the San Diego Regional Beach Sand Project. The beach nourishment project consists of the replenishment of

two million cubic yards of beach sand dredged from six offshore areas along 12 designated sites. Beach characteristics of each receiver site were assessed to determine the appropriate placement footprint including length and cross-section.

Performed a numerical simulation of transformed wave patterns to characterize the nearshore wave climate within the Orange County coastal area as part of the Coast of California Storm and Tidal Waves Study. Wave Characteristics in deep water, corresponding to the categorized weather patterns, were computed and then transferred to the nearshore water areas via a spectral back-refraction transformation model. A Monte Carlo simulation technique was applied to generate a synoptic atlas of the nearshore wave climate in this region.

Prepared a coastal process assessment for the EIR/EIS of the proposed Bolsa Chica Wetlands Restoration Project. A tidal inlet to improve the fresh and salt water exchange between the ocean and wetlands was proposed by the project design team. The potential impacts on adjacent beaches were evaluated including beach loss, alteration of nearshore wave characteristics, inlet interruption to the alongshore littoral transport, and potential sediment deposit within the wetland basins. Detailed review comment and constructive suggestions were made to the project design team for the re-analysis of the design features. Potential mitigation measures to minimize the adverse impacts were addressed.

Project Manager for the Bel Marin Keys Unit V Expansion of the Hamilton Wetland Restoration project to perform numerical simulations of hydraulic, hydrodynamics, and sedimentation in Novato Creek and the proposed Unit V northern wetland basin. The numerical models of HEC-RAS, RMA2, and SED2D were respectively applied to predict flood stages in the creek and adjoining basins under various flood events, to characterize the tidally induced creek hydrodynamics and to estimate the long-term sedimentation in the creek and tidal wetland basin. A bathymetric survey in Novato Creek, and deployment and retrieval of tide gages and current meters were conducted to collect the baseline information that is necessary for the execution of the numerical simulations. The model results were used to assess the potential impacts to the navigability in Novato Creek under the typical tidal conditions as well as the flood stages during severe flood events.

Project Manager and Lead Engineer for a numerical model to statistically predict bluff failure scenarios for the Cities of Encinitas and Solana Beach. The Monte Carlo techniques combined with an empirical short-term toe erosion model were applied to characterize the randomness of bluff face exposed to wave attack and upper bluff failure. The statistic representation for the bluff-top retreat was derived from the field data observed in the past, and random wave heights were generated from the hindcasted deepwater waves that propagated to the bluff base between 1979 and 2001. The model results were used in the economic evaluation for the without-project conditions as well as any proposed engineering measures.

Project Manager for a hydrodynamic simulation of the Santa Margarita River Estuary using the RMA2 module of the SMS. The tidal-induced estuarine hydrodynamics, including water level and currents, were modeled with the consideration of the wetting and drying process within the estuary boundary. The model calibration was performed using the water level data at the USGS gage located in the estuary. This simulation was conducted in support of a feasibility study for a constructed wastewater treatment wetland to assess the potential impacts of any discharge of treated water on the estuarine water quality.

Lead Engineer for a modeling study of the fates of disposed material at a permanent (LA-2) and a to-be-designated (LA-3) ocean disposal site, respectively. The modeled results were used for the preparation of the Environmental Impact Assessment (EIS) to evaluate any potential impacts to the to-be-designated LA-3 site as well as the existing LA-2 site. The computer models of STFATE and LSFATE developed by the Corps of Engineers were applied to numerically estimate the fate of disposed material including the phases of convective decent, dynamic collapse and passive dispersion.

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineering

THOMAS J. FISCHETTI
SENIOR STRUCTURAL ENGINEER II

EDUCATION

California Polytechnic State University, San Luis Obispo, California, B.S., 1981
Architectural Engineering
California Polytechnic State University, San Luis Obispo, California, 1981
Applied Mathematics (Independent Studies)

REGISTRATION

California, Civil Engineer, RCE 39539
Alaska, Civil Engineer, CE 7052
Washington, Professional Engineer, 0027570

EXPERTISE

Mr. Fischetti has over 23 years experience in civil and structural engineering and project management. His professional experience encompasses strategic, operational and technical support roles, with major emphasis leading structural engineering and design services offered by NCI. His broad range of project experience throughout design, project scheduling, management and controls concerning large and small projects like buildings, oil platforms, tanks, equipment supports, treatment plants, pipelines, piers, wharfs and harbors, levees. His engineering expertise encompasses onsite investigations, modeling and analysis of structures, and preparation of construction documents for public works and private improvements.

EXPERIENCE

Project Manager/Structural Engineer for the Arques Shipyard and Marina in Sausalito, California. An alternative design was proposed for remedial work on two existing piers to optimize steel pipe-pies with fixed-concrete caps, as well as sheet pile bulkhead and to reduce the estimated construction cost from \$4.5M to \$2.3M. Creative design solutions that efficiently constrained construction activity within existing pier footprints not only reduced construction costs, but also simplified permitting requirements for the project.

Project Manager/Civil Engineer for Seadrift Association Bulkhead Replacement Project, California. Prepared construction documents depicting alignment and coordination for existing utilities and private property improvements for shoreline protection of the nearly 2.5 mile perimeter of Seadrift Lagoon.

Project Manager/Civil Engineer over three tasks for GP Gypsum at their Port of Long Beach Facility. The first was the structural repair of an existing 50-year old concrete wharf that, due to time and a corrosive environment, developed numerous cracks and spalls. Following a comprehensive inventory of structural damage, which included a digital photographic database. Prepared contract documents to strip, clean, patch and/or epoxy inject damage at roughly 150 locations. The second task was the repair of 18 existing building piles, using fiber reinforced jackets, which were extensively corroded around the piles. The repair methods anticipated future repairs elsewhere on the structure to reduce future repair costs. The final task evaluated wharf fender alternatives, prepared cost estimates, and provided recommendations to replace the deteriorated fenders.

Civil Engineer working under an on-call civil engineering services contract, performed detailed design and prepared construction documents for four levees totaling roughly 2-miles to contain pumped-in dredged material. The owner is the California Coastal Conservancy, but the work was done under contract to the San Francisco District Corps of Engineers. Design work included evaluating potential onsite borrow areas, demolition, design of drainage culverts and access ramps, connections to an existing levees, design of the levee cross-sections for a variety of slope for aesthetic considerations. Prepared quality computations and construction cost estimates using MCACES. Specifications were prepared using SPECSINTACT.

Project Manager/Civil Engineer for the Bureau of Reclamation's fish bypass facility rehabilitation Project

NOBLE CONSULTANTS, INC.

in Tracy, California. Performed structural engineering design for support of temporary construction loads involving structural analysis of existing concrete pier structure and, where needed, design of crane bearing

pads for safe transfer of anticipated temporary construction loads while the contractor replaced intake ducts. Fabrication drawings and the finite element structural calculations were submitted for Bureau approval before mobilizing the site.

Project Manager, Lead Civil Engineer and Lead Structural Engineer for the San Luis Obispo Water Reuse Project. Treatment and distribution facilities were designed and constructed for the \$13.6M project to allow the City of San Luis Obispo to deliver reclaimed water to agricultural, recreational and industrial users.

Project Manager/Civil Engineer for design of a \$3.6M tilt-up concrete, nine-bay truck maintenance shop and site improvements for the City of San Diego Vehicle Maintenance Facility.

Project Engineer for Central Coast Water Authority (CCWA) assigned to the State Water Project constructed through San Luis Obispo and Santa Barbara counties. Managed the planning, design, construction and start-up of a 140 mile potable water pipeline, water treatment plant and pump station. Responsibilities included review of civil design calculations and drawings, schedule and cost control to insure timely and effective completion of project activities; identifying problems, alerting parties affected or involved in potential cost or schedule variances; following up to resolve cost or schedule issues.

Project manager for CCWA for many contracts associated with planning, design and construction of major water supply projects including:

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|---|--|
| Polonio Pass Water Treatment Plant
Polonio Pass, California | <ul style="list-style-type: none">• Assisted in administration of design and construction contracts for 43 MGD conventional water treatment plant• Constructability reviews and progress inspections |
| CCWA Aqueduct Extension
Santa Barbara County, California | <ul style="list-style-type: none">• Alignment, right-of-way acquisition and administration of design and construction contracts for 40 mile pipeline project• Administration of design and construction contracts at 2 microtunnel river crossings• Structural analysis of bridge modifications to support pipeline crossing at Santa Ynez River• Constructability reviews and progress inspections |
| Mission Hills Aqueduct Extension
San Luis Obispo and Santa Barbara
Counties, California | <ul style="list-style-type: none">• Alignment, right-of-way acquisition and administration of design and construction contracts for 28 mile pipeline project• Investigation and structural analysis of pipeline following contractor's field modification |

Design and structural engineering for a variety of projects. Responsibilities included 3-D finite element analysis, design, and preparation of contract documents and submittals for industrial, commercial, residential and public works projects for equipment manufacturers, contractors, and public and private owners. Structures utilized a variety of construction materials (wood, concrete, masonry, steel and aluminum). Specific project assignments included:

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|---|--|
| South Bay International WWTP
San Diego, California | <ul style="list-style-type: none">• Structural design and working drawings of multi-story scrubber platform• Structural design of equipment and tank anchoring systems• Structural design of supports for plant piping (gravity and seismic loading) |
| North City Water Reclamation Project
San Diego, California | <ul style="list-style-type: none">• Structural design of supports for mechanical ducts• Structural design of supports for plant piping (gravity and seismic loading) |
| Pennesquitos Trunk Sewer
San Diego, California | <ul style="list-style-type: none">• Structural design of pump anchors and support pads |
| Brackish Water Treatment Facility
Port Hueneme, California | <ul style="list-style-type: none">• Structural design of steel frame supports for plant piping• Structural design of equipment frames and anchors |
| Sacramento Wastewater Treatment Plant
Sacramento, California | <ul style="list-style-type: none">• Structural analysis and investigation of construction deficiencies in oxidation tanks |
| Imperial Irrigation District Hydroelectric
Generation Facilities | <ul style="list-style-type: none">• Overhead crane designs (new equipment and remedial repairs for existing equipment) |
| Alverado Water Treatment Plant
San Diego, California | <ul style="list-style-type: none">• Structural design of fabricated steel pipeline bulkhead |

Point Loma Wastewater Treatment Plant
San Diego, California

- Structural analysis and recommendations for backfilling underground lift station vault
- Structural design of supports for plant piping (gravity and seismic)
- Structural design of pump anchors and support pads

Project Schedule Engineer for the Santa Ynez Expansion Project. Responsible for development, implementation, and maintenance of commissioning and startup schedule for Platform Heritage.

Project Cost / Schedule Controls Consultant to US Army Corps of Engineers, Los Angeles District to age and develop Project Management Plans for architectural and civil works construction projects. Directly involved with thirteen individual delivery orders; significant projects completed including

River Mainstream Flood Control Project -
First Revision of the Project Management
Plan

- Modifications conforming to current Federal acquisition and engineering regulations, as well as the development and implementation of a Public Awareness Program scheduled on Primavera software (Construction Value: \$1.4 Billion).

Nogales Wash and Tributaries Flood Control
Levee

- Project Management Plan (Construction Value: \$8M).

Project Management Plan Handbook

- Prepared guideline procedures to operationalize production of Project Plans. The handbook contained pre-developed (i.e. "generic") schedule networks, work breakdown structures, organizational breakdown structures and custom report specifications written on Open Plan personal computer software

Principal Civil Engineer responsible for preparation of civil and structural engineering designs and construction documents for architectural and civil works projects in Alaska including Soldatna Medical Clinic, Valdez College Renovation, and design and construction management of various projects at twenty-six facilities throughout the state of Alaska for the US Postal Service.

Engineering Manager for commercial and residential design / build projects. Responsible for production of civil and structural engineering design and drawings, and the coordination of all other architectural engineering disciplines. Also, implemented and managed personal computer based project estimating/costing system

Structural design of a multi-billion dollar refinery project with modules constructed in Japan and shipped to Saudi Arabia. Established modeling techniques and input forms to streamline structural analysis. Developed, documented, and trained a mainframe database application to compute the center-of-gravity of each module

PROFESSIONAL AFFILIATIONS

American Institute of Steel Construction
Tau Beta Pi Engineering Honors Fraternity
Beta Kappa Phi Honors Fraternity

PROFESSIONAL RECOGNITION

Valedictorian—Architectural Engineering Class of 1981—Cal Poly, SLO
President Honor Certificates (1979, 1980, 1981)
Kiwanis Club Scholarship; Atlantic Richfield Scholarship

CLAUDIO D. FASSARDI
SENIOR COASTAL ENGINEER

EDUCATION

Oregon State University, M.S., 1993.

Ocean Engineering

Universidad de Buenos Aires, B.S., 1986.

Naval Architecture, Marine and Mechanical Engineering

EXPERTISE

Mr. Fassardi has 20 years of experience in project management and engineering of ocean/coastal engineering and naval architecture projects. This experience includes the application of physical and numerical models to study the marine aspects of developments such as marine terminals, ports and marinas, as well as the performance of marine vessels such as ships and oil platforms. Mr. Fassardi has performed work on many aspects of coastal developments such as wave hindcasting and transformation, hydrodynamic circulation, shoreline impact assessments and harbor agitation.

Mr. Fassardi's experience in marine field investigations includes beach surveys, single-beam and multi-beam hydrographic surveys, and the use of wave buoys, ultrasonic wave gages and Acoustic Doppler Current Profilers (ADCPs) for the acquisition of metocean data for engineering applications such as numerical and physical modeling, extreme value analysis and the definition of design criteria.

EXPERIENCE

Performed concept and preliminary design studies for "Bahia de los Sueños", a high-end resort in Baja California, Mexico. Studies included gathering and analysis of site specific data and information, performing hydrographic and beach surveys, wave transformation modeling, hurricane wave hindcasting, definition of design conditions, design of jetties and entrance channel, and shoreline impact assessment.

Developed software to predict wave conditions at California's popular "Rincon" surfing site, based on the input of measured offshore wave conditions.

Performed concept and preliminary design studies for "Costa Palma Resort" in Mazatlan, Mexico. Studies included gathering and analysis of site specific data and information, performing beach surveys, wave transformation modeling, definition of design conditions, design of jetties and entrance channel, and shoreline impact assessment.

Developed a response-based methodology to compute wave setup/runup working with a group of experts tasked by FEMA to develop new guidelines for to develop new guidelines for the definition of flooding hazards for the U.S. West Coast. Applied the methodology in a case study where total water levels, 1% risk levels and extreme level durations were determined for Imperial Beach, California.

Evaluated the risk of hurricane surge in the area of Punta Mita, Mexico and advised property owner on the need of building shoreline protection.

Performed concept and preliminary design studies for Marathon Oil Company's LNG terminal in Tijuana, Mexico. Studies included gathering and analysis of site specific data and information, wave transformation modeling, definition of design conditions, breakwater design and optimization from the standpoint of ship motions at the berth, terminal layout, approach channel design, hydrodynamic modeling and validation, beach surveys and shoreline impact assessment.

Reviewed wave data and performed beach survey to support a shoreline impact study for ConocoPhillips' LNG Terminal in Rosarito, Mexico.

Performed concept design studies for "San Quintin Marina" in Baja California, Mexico. The study included gathering and analysis site specific data and information, analysis of metocean conditions, bathymetry and geological characteristics of the site, selection of marina site, definition of design conditions, evaluation of marina layout, and the assessment of circulation and water quality issues.

Performed physical model tests to evaluate various beach protection concepts for "Kuhio Beach", Waikiki, Hawaii. The model studies were used to determine the impact of the shoreline due to the different protective structures layouts, to evaluate breakwater stability and overtopping, and determine the impact of the structures on nearby surfing sites such as "Queens".

Performed studies to define a "North Pacific Wave Spectrum" and computed extreme wave statistics to support the design of the BP Shipping's TAPS Trade Millennium Class supertanker.

Performed concept, preliminary and final design studies for two naval bases in the Red Sea, Saudi Arabia. Studies included gathering and analysis of site specific data and information, wave transformation modeling, definition of design conditions, jetties/breakwater and approach channel design and harbor agitation, shoreline impact assessment and shoreline protection.

Performed preliminary design studies for "Ciudad Costa Verde", a marina to the south of Lima, Peru. Studies included wave transformation and harbor agitation modeling to evaluate the effects of southern Pacific Ocean long period swell inside the 500-boat basin.

Performed preliminary design studies for "Soekmoon Industrial Site" in South Korea. Studies included the compilation and analysis of metocean data to determine design criteria and berths orientation, approach channels and turning basins layouts.

Performed agitation and sedimentation studies for "Marina Ixtapa" in Ixtapa, Mexico. Studies were performed to understand and resolve a problem of wave breaking and sedimentation at the marina entrance. Wave hindcasting and transformation, and shoreline impact studies were performed which lead to a recommendation for new entrance jetties layout to mitigate the problem.

Developed a depth integrated numerical model to investigate cohesive sediment transport patterns within San Diego Bay due to tides, wind and wind waves.

Performed physical model tests for "Kakaako Makai Beach Park" in Honolulu, Hawaii to study the impact of the park's proposed coastal structures on nearby surfing sites such as "Flies (Incinerators)" and "Panic Point". Artificial surfing reefs were designed, tested and optimized in order to incorporate additional recreational amenities in the design. The model tests were also used to study the circulation patterns around the structures and reefs, breakwater toe stability and overtopping.

Performed physical model tests to study the stability under wave action of a gravel beach to be used to slow down aircrafts over-running the runway at "Logan Airport", Massachusetts.

Performed a series of large scale 2D Model tests of breakwater sections to study the effects of wave groups on the stability of this type of structures. Developed wave groups analysis techniques based on the Hilbert Transform, implemented algorithms for the decomposition of incident and reflected wave time series and conditional simulation of ocean waves. Developed an algorithm to remove data drop outs from noisy wave data.

**PROFESSIONAL
AFFILIATIONS**

American Society of Civil Engineers

WENKAI QIN
SENIOR HYDRAULIC/COASTAL ENGINEER II

EDUCATION

University of Delaware, Ph.D., 2003
Civil/Ocean Engineering
Tsinghua University, China, Ph.D., M.E., 1997
Hydraulic and River Engineering
Wuhan University, China, B.S., 1991
River Engineering

REGISTRATION

California Civil Engineer, 2005, RCE 68730

EXPERTISE

Dr. Qin is a civil engineer with over nine years of experience specializing in numerical modeling and engineering analysis of riverine, estuarine, coastal, wetland, lagoon, lake, marina, bay and waterfront projects. This work has included applying the state-of-art software and developing models for hydraulic, hydrodynamic, sediment transport, water quality, waves, nearshore circulation, shoreline and beach evolution, and other hydraulic/coastal application.

EXPERIENCE

Lead Engineer for the stable channel design and sediment impact assessment for the Upper Llagas Creek Flood Control Project located in Santa Clara County, California. A field reconnaissance investigation and surface and bulk bed material sampling were conducted. The effective discharge for the stable low-flow channel design was determined using the bed material load histogram method based on the derived flow duration curves and the sediment transport rating curves computed with SAM. The stable low-flow channel of the compound channel configuration was designed using the stable channel design module of SAM, and was compared with the preliminary Corps' design. The sediment budget was analyzed for various flood scenarios for the updated channel design using the sediment transport and sediment yield modules of SAM. The potential problem was identified for the preliminary diversion channel design, and several mitigation options were developed. Based on the sediment budget computed for these mitigation options, the optimal option was recommended, and the initial and long term conditions of the diversion channel were investigated for this optimal option.

Project leader and principle modeler of the hydrodynamic and sedimentation modeling for the Hamilton Wetland Restoration Project, BMK-V Hydrologic and Hydraulic Phase II Study. This project is located next to San Pablo Bay in San Francisco. The Corps 2-D models RMA2 and SED2D were used to model the tidal hydrodynamics and sedimentation in Novato Creek and in the proposed tidal wetland basin connected to the tidal creek through a levee breach. The model simulations were verified using the field data, and were conducted for both the existing condition and for the restoration plan proposed by the Corps. The project impacts to the tidal fluctuation, current velocity, sedimentation/morphological adjustment, and navigability within Novato Creek were assessed based on the model results. Several mitigation options were proposed to minimize the adverse project impacts. Further RMA2 hydrodynamic and SED2D sedimentation simulations were conducted for these mitigation options, and the final optimal option was determined based on the predicted project impacts.

Project leader and principle modeler of the hydrodynamic, wave, and sedimentation modeling study for the Yosemite Canal Wetlands Restoration Project. Yosemite Canal is located in San Francisco and is a part of Candlestick Point State Park. The Corps 2-D models RMA2 and SED2D were used to model the tidal currents and tide-induced sedimentation in Yosemite Canal and South Basin for the existing condition and proposed restoration plan. The existing flow conditions and sedimentation pattern and the change caused by the project were evaluated. The ACES and STWAVE were used to model wave conditions during extreme storm events, and a model was developed to estimate the wave-induced erosion potential during the storm events.

Lead engineer of the hydrological impact evaluation of a proposed dock extension at the foot of 4th Street in Napa River in accordance with the Corps draft guideline. The proposed project consisted of a 108-foot long extension to an existing dock and the addition of a debris barrier upstream of the public facility. Based on the HEC-RAS model developed by the Corps for the Napa River, the dock extension, debris barrier, dredging underneath the dock were modeled as various hydraulic features in the HEC-RAS model for the project conditions. The project impact to the flow velocity and water level during a 100-year flood event was evaluated and a matrix of decision making criteria was investigated.

Conducted hydrologic modeling for Mission Creek Improvement Plans and Bank Stabilization Project in San Francisco. The RMA2 model was used to model the water level fluctuations and flow velocities within Mission Creek considering both the tides and storm water input at various locations. The results were used to determine the hydraulic design criteria for a kayak launching facility. The SED2D model was used to calculate the bottom shear stress within the creek, from which the areas prone to erosion were identified and the criteria for structure design of shoreline protection was determined.

Principle modeler of the hydrodynamic and sediment transport modeling study for the San Onofre Lagoon Enhancement Project in Camp Pendleton. The RMA2 and SED2D were used to model the flow conditions and sediment shoaling/scouring for the existing conditions and three proposed enhancement alternatives under various hydrologic conditions. Model results were used to determine the maintenance dredging cycle for each lagoon enhancement option and to determine the optimum enhancement plan.

Performed feasibility study of enhancement and/or restoration of Bisso Ranch in Sonoma County. Conducted tidal hydraulics analysis to estimate the optimum dimensions for the inlet channel breached to the Sonoma Creek. Developed restoration alternatives, conducted conceptual design of levees and berms, and estimated excavation/fill quantity.

Principle modeler of the hydrodynamic modeling study for the Santa Margarita River Estuary RMA2. The tidal-induced estuarine hydrodynamics including water level and currents were modeled with consideration of the wetting and drying process. The water quality in the estuary was preliminary assessed based on the modeled tidal circulation. The modeling study was conducted in support of a feasibility study for a constructed wastewater treatment wetland.

Conducted hydrologic analysis for the proposed Joint Water Pollution Control Plant (JWPCP) Marshland Enhancement Project in Carlson, CA. Hydrological analysis was conducted to evaluate the marsh characteristics, operations of the inlet pump station and outlet weir, water circulation and water quality within the marsh for various marsh operations. The potential scouring in the ponds and inter-pond channels were estimated and erosion-mitigation measures were developed.

Conducted hydrologic analysis for the Inner Bolsa Bay (IBB) temporary intake system for dredging make-up water. Developed a model for the hydrodynamic system of IBB, Outer Bolsa Bay (OBB), culverts connecting IBB and OBB, and the intake system. The flow capacity of intake pipes, flow conditions at the fish screen, and the intake system's impacts to IBB water levels and flow velocities were predicted.

Conducted FEMA coastal flood hazard analysis and mapping study for the Pacific Coast. Reviewed methodologies, models and field data for storm wave characteristics, wave runup, setup and overtopping. Reviewed and developed geometric models and process-based models for event based erosion (EBE), and prepared the draft of the focused study on EBE. Developed and tested geometric models for storm-induced beach and dune erosion in Southern California and Oregon Coast. Prepared guidelines for FEMA EBE assessment. Reviewed DHI's Pilot Study for Del Norte County Coastal FIS Update, Application of West Coast Guidelines & Specifications (FEMA Region IX).

Conducted Encinitas and Solana Beach Shoreline Feasibility Study. Developed a numerical model to statistically predict bluff failure scenarios for the Cities of Encinitas and Solana Beach. The Monte Carlo techniques combined with an empirical short-term toe erosion model were applied to characterize the randomness of bluff face exposed to wave attack and upper bluff failure. The model results were used in

the economic evaluation for the without-project conditions. Developed beach nourishment alternatives, predicted beach evolution post initial beach fills using the shoreline evolution model GENESIS with STWAVE. The beach replenishment cycles and sand volumes were determined based on the model results. A cost and benefit analysis was conducted for each alternative to optimize the initial beach fill width and the replenishment cycle. Conducted conceptual design of beach nourishment projects, revetments and seawalls, and provided cost estimates and construction methods.

Conducted Ventura Harbor Sand Bypass System and Regional Beneficial Reuse Feasibility Study. Developed a Monte Carlo model for South Beach evolution under the comprehensive impacts of coastal processes, Santa Clara river and coastal structures. The statistical changes in shoreline position, beach width and sand volume were modeled for 50 years.

Performed oceanographic impact assessment associated with a proposed PRC-421 submerged hard-bottom substrate feature within the Santa Barbara Channel. Applied a coupled nearshore wave-current-sediment transport model system to assess the potential project impacts to the nearshore wave climate, currents and sediment transport.

Performed engineering analyses to develop oceanographic design criteria for Emeryville Marina, the Foster City levee plan, the Aquatic Youth Center at Dockweiler Beach, and the shore protective device at Puerto Peñasco, Mexico. The analyses typical include processing wind data, hindcasting wind-waves using CEDAS, analyzing return storm events, computing wave runup using SPM method, CEM method, CEDAS and/or FEMA Runup2.0, calculating wave over-topping rate, analyzing beach profile, characterizing long-term shoreline evolution, estimating storm-induced beach erosion, and assessing project impacts to coastal processes.

Developed nonlinear wave models for regular and irregular waves. Developed a sediment transport model for alongshore and cross-shore sediment transport and beach morphology. Incorporated the wave models, nearshore circulation model SHORECIRC and the sediment transport model into a coupled nearshore wave-current-sediment transport model system for comprehensive coastal processes. Verified the model system with the physical model investigations conducted at the US Army Engineer Research and Development Center (ERDC).

Collected oceanographic data and conducted acoustic wave transmission experiment in the Delaware Bay. Processed and analyzed tidal current (ADCP), water temperature and salinity (CTD), sea surface roughness, and acoustic transmission data. Derived oceanographic environments from acoustic remote sensing measures.

Developed a 1-D numerical model for river hydraulics and fluvial process. This model is capable of calculating flow conditions such as water surface elevation and flow velocity, concentration of non-uniformly graded sediment, scouring or silting of channels and adjusting of bed material, and was extensively calibrated from collected field data. This model was used to predict flood propagation and channel evolution in the Yangtze River downstream to the Three Gorges Dam in China.

Conducted riverine hydraulics and sedimentation analyses of a river-lake system consisting of the Yangtze River, Dongting Lake and connecting channel networks. A mathematical model was developed to simulate the flow patterns, sediment transport, channel scouring and deposition and lake sedimentation in this river-lake system. The model, calibrated using field data from 1954 to 1990, was used to predict the future flow environment and the hydraulic alterations under various hydrologic scenarios after completion of the Three Gorges Dam. The simulated results were used to provide the guideline for future planned flooding-control projects in this Yangtze River and Dongting Lake area.

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineering
American Geophysical Union

GLENN GIBSON, JR.
CONSTRUCTION MANAGER

EXPERTISE

Mr. Gibson has over 40 years of construction analysis, construction management, supervision, cost estimating, and field inspection involving marine and offshore projects. In addition to his consulting background, he has been responsible for the construction of numerous civil works projects including marine terminals, breakwaters, dredging, deep foundations, bridges, and piers. Mr. Gibson has provided constructability analysis and cost estimating on numerous projects during the past fifteen years for Noble Consultants, Inc. This includes the evaluation of performance characteristics for various dredging and disposal equipment, and the costs associated with these various dredging and disposal options, as well as the costs to process and remove dredged material from a non-aquatic disposal site. This has also included the constructability analysis and cost estimates for shore protection, breakwaters, piers, wharfs and dock structures.

Prior to becoming a consultant, Mr. Gibson worked for various marine contractors on the West Coast, in varying positions of increasing responsibility. He has acted as a shift engineer, project engineer, project manager, area manager and general manager for major California-based marine construction companies. He has estimated construction costs, established and monitored detailed cost and production tracking systems, and has built and modified dredges and dump barges.

EXPERIENCE

Worked for contractors up to 1984. Pertinent marine related work included:

- Resident engineer for a major ship lift in Los Angeles Harbor
- Project manager for rigging and setting loaded modules on barges and hauling them from Washington to Alaska
- General manager for a marine construction company responsible for engineering, estimating, administration, equipment selection, and operations for wharf and pier construction, pile driving, dredging, marine salvage, offshore platform and pipeline construction, etc.
- General superintendent for the marine division of a California based construction company. In charge of all estimating, scheduling and operations for marine construction projects.
- Built and modified dredges and dump barges.

Since 1984 Mr. Gibson has consulted with owners, engineers, and contractors on marine construction projects. He has provided constructibility reviews and construction cost estimates for piers, wharfs, dredging projects, bridges and related structures. Pertinent marine work has included:

- Pier 40 pre-dredge inspection, San Francisco
- Piers 12, J-K, San Diego Naval Station
- U.S. Coast Guard Piers, Alameda and San Pedro
- Dredge Disposal Site Reconfiguration, San Leandro
- Pier J Expansion Project, Long Beach

Mr. Gibson has provided constructibility analysis and cost estimating on several jobs for Noble Consultants, Inc. These include:

- Evaluation of performance characteristics for various dredging and disposal equipment
- Costs of various dredging and disposal methods
- Costs to process and remove dredged material from an upland site
- Constructibility analysis and cost estimates for shore protection, breakwaters, piers, wharves, and dock structures

Additional Project Experience Includes:

- SANDAG PROJECT (San Diego Regional Sand Project) Noble Consultants

Provided assistance to during design by providing costs for various alternative methods for dredging sand from offshore borrow sites and placing it on various area beaches. Reviewed contractors methods and equipment, and implementation plan. Reviewed contractor claims for extra payment. Acted as Construction Manager (owners representative) for last part of project. Reviewed sieve analysis of material being pumped ashore. Made recommendations as to acceptability of material. Kept detailed log of production and supervised all inspection operations.

- VENTURA HARBOR SAND BY-PASS Noble Consultants

Providing advice on means and methods of various possible alternatives for a sand by-pass at Ventura Harbor. Also providing cost of each alternative, including initial installation, operation, and maintenance.

- BEACON PROJECT Noble Consultants

Recommended dredging and pumping method for experimental beach nourishment project. Also provide review of available floating equipment, cost estimate and schedule.

- OXNARD DREDGING Noble Consultants

Provided assistance in determining method to be used and associated cost and schedule. Special dredging methods are necessary requiring electric dredge and centrifuge drying prior to removal from site.

- SAN FRANCISCO – OAKLAND BAY BRIDGE T.Y. Lin – Moffatt and Nichol

Reviewed constructibility and provided cost estimate for substructure, including dredging, piledriving, concrete footings, drilling and installation of steel structures, for all three phases of project.

- CITY OF SAN FRANCISCO – 4TH STREET BRIDGE REPLACEMENT –EKM Engineer

Review of contractor claim for extra work. Provided estimate for four alternates and recommended design changes to enhance piledriving and substructure construction.

- U.S. DEPARTMENT OF TRANSPORTATION – COLORADO RIVER BRIDGE AT HOOVER DAM – EKM Engineering

Assisted in preparation of cost estimate for two alternatives for bridge across Colorado river at Hoover dam. One steel and one concrete alternative.

- REMOVAL OF SAVAGE RAPIDS DAM – ROUGE RIVER, OREGON – Phillips Williams and Associates.

Provided detailed estimates for various methods for the removal of existing concrete dam.

- LARKSPUR FERRY TERMINAL MAINTENANCE DREDGING – Phillip Williams and Associates.

Provided consultation during design, constructability review and cost estimate for maintenance dredging project

- CHANNEL ISLANDS HARBOR REVETMENT REPAIRS – Moffatt & Nichol Engineers

Provided consultation during design and cost estimates for various alternatives.

- CITY OF OCEANSIDE – PUMPING PLANT – PK Contrators

Provided cost estimate and onsite supervision for installation of sheet pile cofferdam and concrete structure.

Rick Hollar

Seasoned Project Engineer and Consultant. Extensive experience in commercial, governmental and academic endeavors in Alaska, the Bahamas, Hawaii, Marshall Islands, Mexico, the Middle East, Philippines, Russia, and the East and West Coasts of the USA. Expertise in successfully directing multi-disciplinary marine projects including construction monitoring and support, manned and unmanned submersible operations and engineering surveys. Accolades received throughout career tenure for project management excellence, and developing systems and procedures to efficiently collect geophysical, oceanographic and hydrographic data. Proven ability to assemble and integrate personnel, sub-consultants and systems to meet and exceed stated goals of projects conducted in domestic and international regions.

Career Achievements

NEARSHORE AND WETLAND SURVEYS – LA CRESCENTA, CA

2005 – PRESENT

Principal

Nearshore and Wetland Surveys was established to provide efficient, high quality field data collection, processing, and analysis services to the coastal and oceanographic engineering, environmental science, and urban and regional planning communities.

- Hydrographic Surveys – Single and Multi-Beam Bathymetry, Pre- and Post Dredge Monitoring, Side Scan Sonar Mapping.
- Coastal Processes Studies – Beach Profile Mapping, Sediment Tracer and Sampling.
- Wetland Investigations – Sub-Aerial, Tidal, and Submerged Topography, Tidal Inundation and Circulation, Eel Grass Delineation.
- Physical Oceanography Measurements – Wave, Current, Tide, Water Quality.

COASTAL FRONTIERS CORPORATION –Chatsworth, CA

1989 – 2005

Project Manager

Manage multi-disciplinary field projects for coastal engineering firm. Specialize in coastal engineering, hydrographic and oceanographic data collection and analysis. Prepare specifications and represent owners' interests during construction activities on multi-million dollar projects.

- Conduct site engineering studies and post-construction monitoring surveys for man-made oil production island and first sub-sea Arctic pipelines. Owners' representative for installation of armored system design by company to protect against ice impact and wave erosion. Facility currently producing 72,000 barrels of oil daily. Project cost: \$486 Million.
- Manage San Diego Association of Government Regional Beach Monitoring Program (1996-present). Data and analysis used to design beach nourishment program placing 2 million cubic yards of sand affording increased recreational opportunities and coastal protection.

- Administrate, train and manage US Army Corp of Engineers-certified SCUBA team. Team maintains array of wave and current meters in the vicinity of Los Angeles and Long Beach Harbors. Data used to model effects of proposed modifications to port facilities and \$15MM design projects.
- In charge of all facets of project management including: Contract negotiations, needs assessment, project planning, legal/subcontract issues, equipment, training, field trials, data collection, analysis, and reporting.

RICK HOLLAR, HYDROGRAPHIC SURVEYS – Los Angeles, CA

1985 - 1989

Consultant

Specialized in national/international coastal and oceanographic projects including: Engineering and Hydrographic Surveying, Research Submersible Operations, and Submerged Facilities Inspection.

- Conducted bathymetric surveys for the production of navigation charts of Kuwaiti Territorial Waters. Charts employed by the US Military in the conduct of Operation Desert Storm.
- Responsible for daily operation of two-man research submersible including maintenance, communication, tracking, safety, and pre-dive briefing of scientists. Wrote software to integrate surface positioning and sub-surface tracking system to allow navigation of submarine. Explored effects of fishing and trash dumping offshore of Northeast coast of the USA, and coral growth in Florida Keys and Bahamas.
- Conducted annual surveys and inspections of Southern California offshore submarine pipelines for the California State Lands Commission and Minerals Management Service. Documented condition of pipelines and identified potential problem areas. Assured safety and integrity of oil pipelines.
- Accounts included: Coastal Frontiers Corporation, Meridian Ocean Systems, Tetra Tech Inc., Sea Surveyors and Delta Oceanographics.

MERIDIAN OCEAN SYSTEMS – Ventura, CA

1981 - 1985

Operations Manager

Field project supervisor for multi-disciplinary marine survey and positioning firm.

- Directed planning, logistics, and operations for all in-house field projects. Designed equipment and procedures to improve efficiency and accuracy of field programs. Managed and developed training programs for projects utilizing 20 full-time and contract personnel.
- Supervised engineering studies and construction support activities using commercial divers, remote operated vehicles, and bathymetric survey systems culminating in the installation of two offshore oil production platforms and five sub-sea pipelines.
- Directed investigation of craters resulting from nuclear testing in Enewetok Atoll and the Marshall Islands for the Department of Defense. Incorporated use of geophysical and bathymetric systems, coral drills, and submersibles. Results used to assess viability of basing methods for the MX Missile System.
- Designed and tested MOSNAV 2000 navigation software package. Software was modified to map and characterize submarine hazards and was later adopted by the U.S. Navy for mine detection.

TETRA TECH INC. -- Pasadena, CA

1978-1981

Oceanographic Engineer

Party Chief assigned to various projects in California, Mexico and the Middle East. As Manager of Equipment Leasing, responsible for acquisition and maintenance of an extensive inventory of instrumentation available to the oceanographic community.

- Directed the establishment of a survey control network along the Red Sea of Saudi Arabia utilizing the NavStar Satellite System. Control points were used during conduct bathymetric surveys and to produce navigation charts.
- Collected oceanographic data between Cosumel and the Yucatan used to design procedures for the installation of power cables from the mainland to the island.
- Obtained oceanographic and climatic data in the vicinity of Point Conception, CA. Data utilized to determine mooring parameters for a proposed LNG tanker terminal.

Education

Master of Science, College of Engineering
Department of Materials Science and Mining Engineering, Engineering Geoscience
University of California, Berkley
Cum Laude

Bachelor of Science, College of Engineering
Department of Atmospheric and Ocean Studies
University of Michigan
Summa Cum Laude

**NAUI-certified SCUBA diver. Experienced in underwater inspections and instrument deployment/recovery*

Technical

Software: AutoCAD, TerraModel, Pathfinder Office, Microsoft Office Suite
Programming: BASIC, MatLab, Microsoft Excel

Publications

San Diego County Beach, Regional Beach Sand Project (SANDAG). Multiple publications in ASCE related to project development, technical/policy support, human intervention, engineering, management and historical overview (1991, 1993, 1994, 1999, 2001).

Affiliations

American Shore and Beach Preservation Association
California Shore and Beach Preservation Association
American Society of Civil Engineers/Waterway, Port, Coastal, and Ocean Engineering

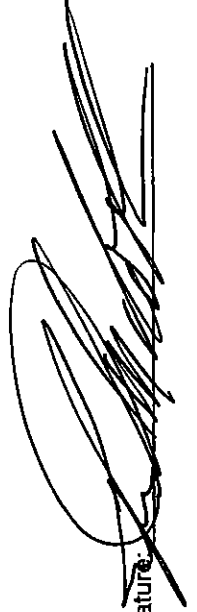
QUALITY CONTROL PLAN

Describe the procedures by which your firm will ensure compliance with the Contract terms and conditions. The plan shall include at a minimum:

- a. Who will review documents prepared by your office?
- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
- d. How will you cover unexpected absences?
- e. If you have a written quality control plan or written procedures for your staff, please attach them.

Additional Information (Attach pages if necessary):

Signature: _____

A large, stylized handwritten signature in black ink, written over the signature line.

QUALITY CONTROL PLAN

- a. Who will review documents prepared by your office?

Documents review will be performed in a two-step process. First, all documents will be reviewed by the Project Manager, Jon Moore for technical completeness, thoroughness, and fulfillment of task. A second level QA/QC review will be performed by Ron Noble acting as the Quality Control Coordinator.

- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

NCI's Project Manager and internal Quality Control Plan will be utilized to identify and prevent any potential unsatisfactory performance of the Contract work. It will be the responsibility of NCI's Quality Control Coordinator to insure that all work is performed in accordance with the specified Quality Control Plan. In addition, if deficiencies are identified by the County or its agent during their performance evaluation of our work, corrective measures will immediately be identified and taken to remedy these deficiencies.

The Project Manager shall be responsible for implementation of any action necessary to correct problems or deficiencies.

- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

Our response plan for responding to any client dissatisfaction issues will be as follows:

- a. Immediately telephone the Department's Project Manager to discuss the concern.
 - b. Visit with the Department in person within twenty-four hours of receipt of the complaint to discuss the particular problem.
 - c. Within 48 hours of receipt of the complaint issue a project memorandum that reviews the issue, summarizes its resolution, and/or outlines a remedial action plan for correction if required.
- d. How will you cover unexpected absences?

Should any unexpected absences occur within the Project Team, seamless transition would occur for the duration of the any absence by re-assignment from the depth of our senior professional labor pool. As shown in the Project Management Chart, each position is redundant. In the remote chance that

temporary replacement is necessary, a colleague can immediately be substituted. This issue has never been a problem for our clients since the Company's inception primarily because of the senior level experience base of the NCI's professionals.

e. Written quality control plan

NCI has developed Quality Assurance Manuals to insure that proper technical procedures and standards are followed in the performance of project work. Projects are reviewed by the project manager, the principal-in-charge, and by senior personnel independent of the project to help insure the quality of our projects. When required, we also use outside consultants for special review and support.

NCI's quality control procedures are tailored for each project depending on project complexity, project designer experience, sub-consultant coordination, number of submittals and scheduling. While the ultimate responsibility for technical quality of our engineering product rests with the project manager, the functional responsibility rests with the independent quality control/quality assurance staff position on each project. Our internal quality assurance/quality control sequence is presented in the figure that follows this page. Briefly, quality control responsibility for planning documents is fulfilled through the following general checklist activities:

1. Review alternatives developed for completeness and feasibility.
2. Review analyses and calculations for applicability, completeness, and accuracy.
3. Review cost estimates for completeness and accuracy.
4. Review incorporation and consistency of recommendations from subcontractors into alternative plans.
5. Review report for consistency, accuracy, and completeness with respect to the scope of work.

Whereas, quality control responsibility for design documents including engineering drawings is fulfilled through the following general checklist activities:

1. Review collected data and field survey data/processing for completeness and accuracy.
2. Review calculations/analysis for applicability, completeness and accuracy.
3. Review plans and outline construction sequencing, equipment, scheduling

and constructability.

4. Review cost estimates for completeness, accuracy and budget requirements.
5. Review plans for references, details, cross-sections, dimensions and elevations to clearly show nature of work.
6. List all items shown on plans that require specifications. Review specifications to ensure all items on plans have been specified.
7. Review plans, specifications and other documents for consistency, accuracy and completeness with scope of work, and for specific owner requirements.

The results of a quality control review are returned to the project manager and each comment or question is responded to and returned to the reviewer for his sign off or additional review comments. The quality control review is complete when all forms and comments have been accepted and signed off by the reviewer and all such documentation becomes part of the job file.

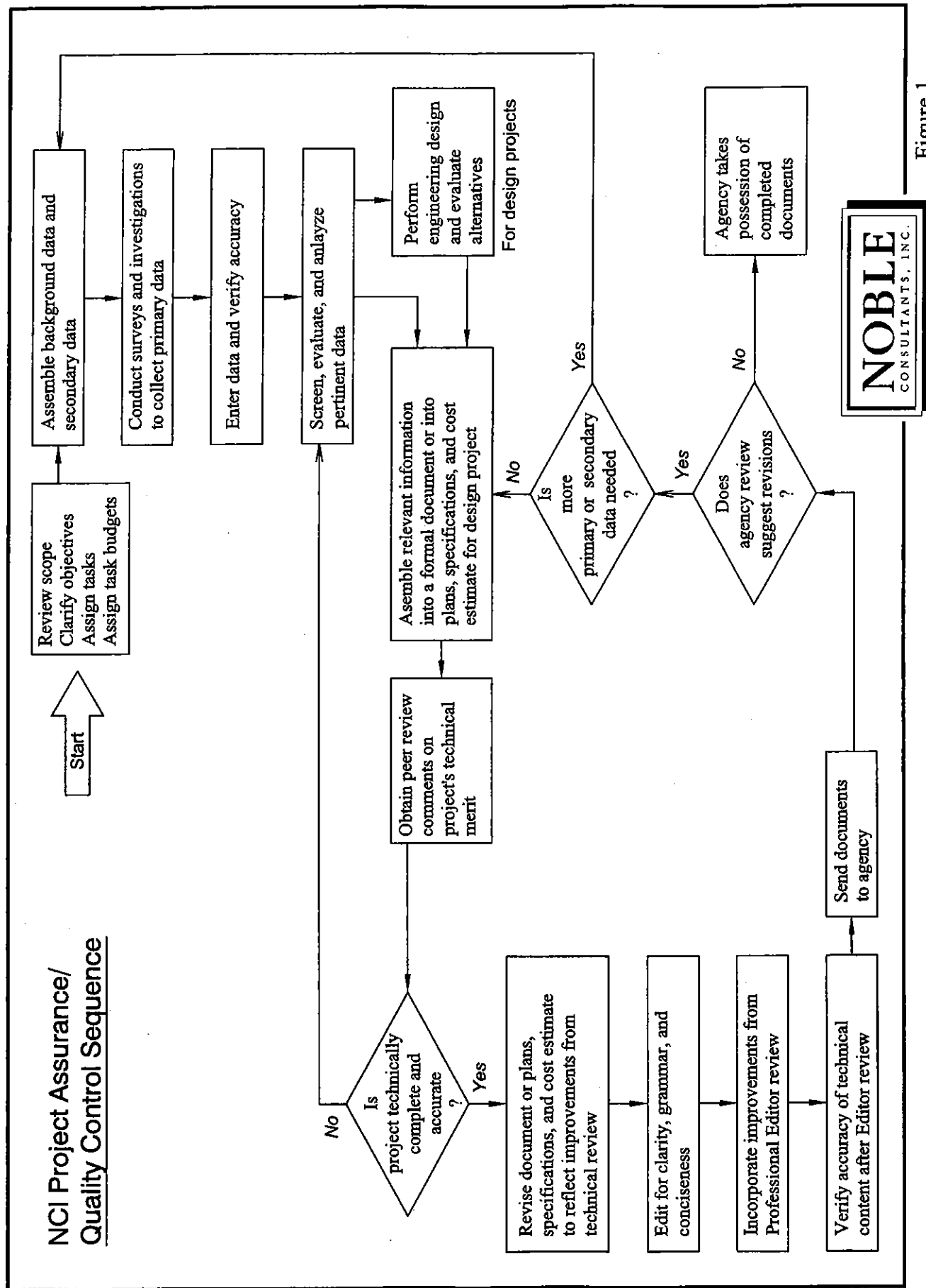


Figure 1

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 7 of the RFP.

1. List the government agencies and private institutions for which your firm has provided harbor engineering services during the last five years. (At least 5 years' experience in the field must be demonstrated.)

Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number	Description of Services
2000	Ongoing	BEACON	102 E. Anapamu , #201 Santa Barbara, CA 93101	Gerald Comati	805-962-0488	Beach Nourishment/Dredging/Coastal Regional Sediment Management Program
2003	Ongoing	County of Los Angeles	13483 Fiji Way, Trailer #3 Marina del Rey, CA 90292	Kerry Silverstom	310-305-9527	On-Call Harbor Engineering
2002	Ongoing	County of Marin	3501 Civic Center Drive, #415 San Rafael, CA 94903	Steve Pettele	415-499-6394	Boat Launch Facility Design
2001	Ongoing	County of Orange	300 North Flower Street, Santa Ana, CA 92703	Susan Brodeur	714-834-5173	Design services/On-Call Coastal Engineering
2004	2007	County of Ventura	3900 Pelican Way, L#5200 Oxnard, CA 93035	Lyn Krieger	805-382-3002	Shoreline Stabilization for Channel Islands Harbor
1987	Ongoing	USACE, Los Angeles District	915 Wilshire Blvd. Los Angeles, CA 90017	Susie Ming	213-452-3789	Indefinite Delivery Contract, Coastal Engineering
1987	Ongoing	USACE, San Francisco District	1455 Market Street San Francisco, CA 94103	Bill Firth	415-503-6901	Indefinite Delivery Contracts, Civil Engineering & Hydrologic Engineering
2007	Ongoing	City of Avalon	P.O. Box 707 Avalon, CA 90704	Keith LeFever	310-510-0220	Fuel Dock Replacement Design
2004	Ongoing	City of Dana Point	33282 Golden Lantern Dana Point, CA 92629	Brad Fowler	949-248-3554	On-Call Plan Check & Building Permit Review
2005	Ongoing	City of Emeryville	1333 Park Avenue Emeryville, CA 94608	Maurice Kaufman	510-596-4334	Breakwater Construction & Shoreline Protection
1994	Ongoing	City of Lake Elsinore	130 S. Main Street Lake Elsinore, CA 92530	Pat Kilroy	951-674-7730	Lake Master Plan/Marina Planning/Launch Ramp Design

1991	Ongoing	City of Oxnard	1060 Pacific Ave. Oxnard, CA 93030	Raymond Williams	805-385-8056	Harbor Engineering – Mandalay Bay
2007	Ongoing	City of Solana Beach	635 South Highway 101 Solana Beach, CA 92075	Chandra Collure	858-720-2470	Beach Access Stairway Design
1992	2005	City of Port Hueneme	250 North Ventura Road Port Hueneme, CA 93041	Denis Murrin	805-986-6557	Pier Maintenance and Rehabilitation
1989	2003	City of Ventura	501 Poli Street, Room 120 Ventura, CA 93002	Rick Raives	805-654-7870	Shoreline Protection/Pier Maintenance
2005	Ongoing	Port of Los Angeles	425 South Palos Verdes Street San Pedro, CA 90733	Lisa Roberts	310-732-3405	On-Call Structural Engineering
2007	Ongoing	Port of San Diego	P.O. Box 488 San Diego, CA 92112	Charlene Dennis	619-686-6414	Boat Launch Facility Improvement Feasibility Study

2. How many full-time workers does your firm employ? 11

3. Attach an organizational chart or describe the organization of your firm:

Attached.

4. Attach copies of financial statements (balance and income statements) for at least full fiscal year and any partial year through at least December 31, 2002. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements.

Attached.

5. Credit references. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
Crescent Realty	2201 Dupont Drive, Suite 150 Irvine, CA 92612	Building Management and Office Lease	Kelly Schuster	(949) 752-4005
Bank of America	1000 Fourth Street, Suite 200 San Rafael, CA 94901-3121	Bank	Jacqueline Freeman	(888) 852-5000 ext. 7022
DWA Associates, Inc. c/o Colliers International	2 Embarcadero Center, #100 San Francisco, CA 94111	Building Management and Office Lease	Bert Damner	(415) 788-3100
Office Depot	P.O. Box 9020 Des Moines, IA 50368	Office Supply Company	Acct. No. 6011566186240937	(800) 463-3768

6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

Attached.

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Additional summaries of relevant experience are attached.

Signature: 

Project Management Chart



**Contract
Administrator**



Project Management

Ronald M. Noble, P.E. – Principal-in-Charge/QA Coordinator
Jon T. Moore, P.E. – Project Manager/CA Contact

Principal Investigators

Ronald M. Noble, P.E.	<i>Coastal/Harbor Engineering</i>
Jon T. Moore, P.E.	<i>Coastal/Harbor Engineering</i>
Scott M. Noble, P.E.	<i>Coastal/Harbor Engineering</i>
Chia-Chi Lu, P.E., Ph.D.	<i>Coastal/Harbor Engineering</i>
Claudio Fassardi	<i>Coastal/Harbor Engineering</i>
Thomas J. Fischetti, P.E.	<i>Structural/Civil/Architectural Engineering</i>
Wenkai Qin, P.E., Ph.D.	<i>Coastal/Harbor Engineering</i>
Glenn E. Gibson, Jr.	<i>Cost Estimating/Construction Administration/Inspection</i>
Rick Hollar	<i>Hydrographic and Land Surveying</i>

Subconsultants as needed

Larry R. Paul, Larry Paul and Associates	<i>Inter-Agency Coordination/Collaboration</i>
Noel Davis, Chambers Group, Inc.	<i>Marine Biology/CEQA</i>
Rudy Pacal, Gorian & Associates, Inc.	<i>Geotechnical Engineering</i>
Jeff Terai, Harbor Offshore, Inc.	<i>Underwater Diving Inspection</i>
Steve Cappellino, Anchor Environmental	<i>Contaminated Sediments</i>



REQUEST FOR PROPOSALS – PROPOSER'S CERTIFICATION

On behalf of Proposer Noble Consultants, Inc., the undersigned certifies, declares and agrees as follows:

1. Absence of Any Conflict of Interest. The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. Independent Price Determination. The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. Compliance with County Lobbyist Ordinance. The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. Consideration of GAIN/GROW Participants for Employment. As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Ronald M. Noble, P.E.

Name

Signature

President

Title

March 28, 2008

Date

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Noble Consultants, Inc.

- ☐ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.
- ☒ I AM ☐
- ☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 11789101

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 11

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			1			
Asian or Pacific Islander			2			1
American Indian						
Filipino						
White	2		2			3

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

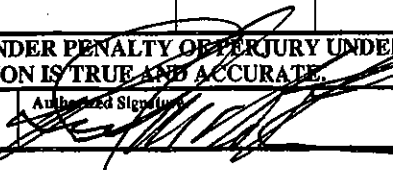
	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name Ronald M. Noble, P.E.	Authorized Signature 	Title President	Date 3/28/08
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**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: Noble Consultants, Inc.		
Company Address: 2201 Dupont Drive, Suite 620		
City: Irvine	State: CA	Zip Code: 92612
Telephone Number: 949-752-1530		
Solicitation For (Type of Services): Harbor Engineer		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Ronald M. Noble, P.E.	Title: President
Signature: 	Date: March 28, 2008

CHARITABLE CONTRIBUTIONS CERTIFICATIONNoble Consultants, Inc.

Company Name

2201 Dupont Drive, Suite 620 Irvine, CA 92612

Address

94-2875153

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586


SignatureMarch 28, 2008

Date

Ronald M. Noble, P.E. President

Name and Title of Signer (please print)

Award Information has not been added at this time.

Attachment 1

Bid Information**Bid Number :** DBH-27**Bid Title :** Harbor Engineering Services**Bid Type :** Service**Department :** Beaches and Harbors**Commodity :** ENGINEERING - HARBORS; JETTIES; PIERS; SHIP TERMINAL FACILITIES**Open Date :** 3/4/2008**Closing Date :** 4/1/2008 12:00 PM**Notice of Intent to Award :** [View Detail](#)**Bid Amount :** N/A**Bid Download :** [Available](#)

Bid Description : The Los Angeles County Department of Beaches and Harbors is seeking one or more contractors with experience in coastal engineering projects to provide consulting and engineering services. The Contractor (s) will work with Department staff and other Contractors on various projects within the Marina del Rey Small Craft Harbor and on various beaches within the County operated by the Department. Selection of a contractor will be based on the qualifications of the firms submitting proposals as well as their hourly rates for performing the work.

An Informational Meeting will be held at 10:00 a.m. on Tuesday, March 18, 2008 at the Boathouse Meeting Room in Chace Park, 13640 Mindanao Way, Marina del Rey. The deadline for submitting proposals will be 12:00 Noon, April 1, 2008.

Firms submitting proposals must have a minimum of five years' experience in engineering marine projects and current civil engineer registration with the California State Board of Registration for professional engineers and land surveyors. The County may require additional minimum qualifications.

To receive a copy of the RFP, either telephone (310) 306-0495, send an e-mail with Harbor Engineer RFP in the subject line to dpritchett@bh.lacounty.gov, visit http://lacounty.info/doing_business/main_db.htm, or write:

Department of Beaches and Harbors
Harbor Engineer RFP/Attn: Debra Pritchett
13837 Fiji Way
Marina del Rey, CA 90292
Fax: (310) 821-8155

Contact Name : Debra Pritchett**Contact Phone# :** (310) 306-0495**Contact Email :** dpritchett@bh.lacounty.gov**Last Changed On :** 3/4/2008 11:11:08 AM[Back to Last Window](#)[Back to Award Main](#)

Vendor List – Harbor Engineering Services

Gordon Fulton
TransSystems Corp.
6700 East Pacific Coast Highway
Suite 201
Long Beach, CA 90803

Ron Noble
Noble Consulting, Inc.
2201 Dupont Drive
Suite 620
Irvine, CA 92612-7509

Maria Marzoecki
David Evans and Associates, Inc.
800 North Haven Avenue
Suite 300
Ontario, CA
Mlm@deainc.com

Ron Everett
Hans Padron, Inc. (Halcro HPA)..?
6700 East Pacific Coast Highway
Suite 180
Long Beach, CA 90803

Randy Mason
Cash & Associates
5772 Bolsa Avenue
Suite 100
Huntington Beach, CA 92647

Russel Boudreau
Moffatt & Nichol Engineers
250 West Wardlow Road
Long Beach, CA 90807

Eric Takamura
Environet, Inc.
2850 Paa Street
Suite 212
Honolulu, HI 96819

David Hebert
CH2M Hill
3 Hutton Centre Drive
Suite 200
Santa Ana, CA 92707

Michael Gasparro
DMJM + Harris
999 Town & Country Road
Orange, CA 92668

David Cannon
Everest International Consultants, Inc.
444 West Ocean Boulevard
Suite 1104
Long Beach, CA 90802

John Kulpa
HNTB Corporation
601 West 5th Street
Suite 1010
Los Angeles, Ca 90071

Jalal Vakili
Ninyo & Moore
475 Goddard
Suite 200
Irvine, CA 92618

Carl Enson
Parsons Brinckerhoff Quade & Douglas, Inc.
444 South Flower Street
Suite 3700
Los Angeles, CA 90071

Karen Huhn
URS Corporation
2020 East First Street
Suite 400
Santa Ana, CA 92705

Ernie Schneider
Hunsaker & Associates
3 Hughes
Irvine, CA 92618

Kevin Padgett
Keith Companies, Inc.
P. O. Box 25127
Santa Ana, CA 92799-5127

Michael Greenspan
Kennedy/Jenks, Consultants
2151 Michaelson Drive, Suite 100
Irvine, CA 92612-1311

Tim Bazley
Bluewater Design Group
2500 Via Cabrillo
Suite 200
San Pedro, CA 90731

Gan Mukhopadhyay
Kleinfelder, Inc.
16 Technology Drive
Suite 150
Irvine, CA 92618

Tim Townsend
Saiful/Bouquet Structural Engineers
150 East Colorado Boulevard
Suite 350
Pasadena, CA 91105

Sabrina Garcia
DCA Civil Engineering Group
17625 Crenshaw Boulevard
Suite 300
Torrance, CA 90504

Boris Reznikov
INCA Engineers, Inc.
900 Wilshire Boulevard
Suite 722
Los Angeles, CA 90017

Matthew deWit
PSOMAS
11444 West Olympic Boulevard
Suite 750
Los Angeles, CA 90064

Susan Berg
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Susanberg817@earthlink.net

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Wade Watson
KPFF Consulting Engineers
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Los Angeles, CA 90045

Sophia Espinoz
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Elvin W. Moon
E.W. Moon, Inc.
11311 Venice Boulevard
Los Angeles, CA 90066
ewmoon@ewmooninc.com

Angie Neumann
Jenkins/Gales & Martinez, Inc.
5933 West Century Boulevard
Suite 1000
Los Angeles, CA 90045
Aneumann@gminc.com

Brian Franklin
Mactec
200 Citadel Drive
Los Angeles, Ca 90040

Andrea Russell
KJM & Associates
3 Park Plaza
Suite 470
Irvine, CA 92614-8505
arussell@kjmassoc.com

Christina Blantan
Diaz-Yourman
1616 East 17th Street
Santa Ana, CA 92705

Bob Filgas
Ben C. Gerwick, Inc.
1300 Clay Street, Suite 450
Oakland, CA 94612

Jose L. Echeverri
Morgner Technology Management
15260 Ventura Blvd., Suite 1080
Sherman Oaks, CA 91403

Jorge Castilo
Gateway Science & Engineering
300 North Lake Street, Suite 520
Pasadena, CA 91101

Vicki Gray
VLG Engineering
23172 Plaza Point Dr., Suite 178
Laguna Hills, CA 92653

Anne Mooney
Sprang & Mooney, Architecture
8405 Pershing Drive
Playa del Rey, CA 90293

Roger Soneja
Simplex
970 North Tustin Ave.
Anaheim, CA 92807

Gricelda Perez
Fernando Juarez & Associates, Inc.
111 North Glendale
Los Angeles, CA 90026

**HARBOR ENGINEER
FIRM/ORGANIZATION INFORMATION**

PROPOSER	Certified Local SBE	COMPOSITION	PARTNERS/ ASSOCIATE		MGRS		STAFF		TOTAL		
			M	F	M	F	M	F		M	F
TranSystems *	N	Black/African American			6	1	18	13	38		
		Hispanic/Latino			13	2	30	14	59		
		Asian or Pacific Islander			28	6	34	16	84		
		Amer. Indian/Alaska Native			2	1	3	0	6		
		Filipino American							0		
		White			466	89	345	156	1056		
		TOTALS	0	0	515	99	430	199	1243	945	298
Noble Consultants, Inc.	N	Black/African American							0		
		Hispanic/Latino			1				1		
		Asian or Pacific Islander			2			1	3		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White	2		2			3	7		
		TOTALS	2	0	5	0	0	4	11	7	4
David Evans & Associates, Inc.	N	Black/African American	2	1	2		4	2	11		
		Hispanic/Latino	4	2	11	2	43	18	80		
		Asian or Pacific Islander	9	3	5	4	28	17	66		
		Amer. Indian/Alaska Native			1	1	5	3	10		
		Filipino American							0		
		White	204	54	55	21	381	222	937		
		TOTALS	219	60	74	28	461	262	1104	754	350
Halcrow, Inc. **	N	Black/African American					5	6	11		
		Hispanic/Latino					6	9	15		
		Asian or Pacific Islander					21	7	28		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White			17	3	82	33	135		
		TOTALS	0	0	17	3	114	55	189	131	58

* The owners of TranSystems are 291 shareholders and cannot be provided by race.

** Halcrow, Inc. is a wholly owned subsidiary of Halcrow Group Limited which is privately owned by Halcrow Trust and Employees. Race/Ethnic composition of this ownership is unavailable.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
HALCROW, INC.**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Halcrow, Inc. (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the engineering services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6 and P-8 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of July 29, 2008 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued March 4, 2008.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the later of July 29, 2008 or the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The

Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration date of the Contract term or optional Contract Year or within 30 days, whichever is earlier, the offer shall be deemed revoked.

1.3.3 Extension to Complete Work Order.

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for harbor engineering services among all Contractors shall not exceed \$200,000. The County may, for non-storm related projects, at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for harbor engineering services may exceed the aforementioned \$200,000 to the extent that a lessee or other third party is obligated to reimburse the County for its harbor engineering expenses.

In addition, for storm related projects, the County may at its discretion expend an amount not to exceed \$3,100,000. These funds are primarily reimbursable from the Federal Emergency Management Agency, Office of

Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance Budgets.

1.4.2 Increase of Contract Sum by Director.

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$200,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates.

Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's employee hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1. Except for equipment usage as specified in Form P-1, subcontractors as specified in Section 3.23, or extraordinary expenses pre-approved by the Director or authorized representative, there are no other reimbursable expenses under this Contract.

1.4.4 Increase in Maximum Compensation Under Work Order.

The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order.

Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance Budgets.

1.4.2 Increase of Contract Sum by Director.

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$200,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates.

Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's employee hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1. Except for equipment usage as specified in Form P-1, subcontractors as specified in Section 3.23, or extraordinary expenses pre-approved by the Director or authorized representative, there are no other reimbursable expenses under this Contract.

1.4.4 Increase in Maximum Compensation Under Work Order.

The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

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PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. Except as provided in Form P-1 or authorized in Section 1.4.3, the Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services, and expenses required for the performance of the Contract.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally

qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Maintain CAD Files. The Contractor shall maintain any computer-assisted drafting (CAD) files and other drafting documents prepared for the Department and shall deliver copies of the files and documents to the Department in the desired file format upon the Contract Administrator's request.

2.1.7 Contractor to Make Semi-Monthly Reports. The Contractor shall report to the Contract Administrator on a semi-monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.8 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR). The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 Engineers. Contractor shall provide the professional services of the civil engineers,

structural engineers, harbor engineers, and project managers identified in the Contractor's Proposal.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Provide professional engineering services and consultation as required to support the planning, facilities, and executive staff of the Department of Beaches and Harbors;
- Review development proposals, engineering drawings, and architectural plans and furnish advice on the feasibility and impact of the proposals;
- Review plans and specifications for proposed construction and repair;
- Evaluate plans and designs for proposed County facilities in Marina del Rey and on County-operated beaches;
- Provide construction management services for capital and refurbishment projects in Marina del Rey and on County-operated beaches;
- Review engineering technical documents;
- Prepare design drawings for smaller projects;
- Design co-owned shoreside structures;
- Review and update minimum standards for Marina construction;
- Evaluate and analyze structures built over water;
- Evaluate and analyze all maritime activities such as docking, maneuverability and design of docks, floats, and gangways;
- Review navigation and boating circulation within Marina del Rey and recommend changes;
- Review proposals, plans, and specifications for harbor dredging;
- Estimate costs and prepare construction budgets;
- Evaluate dock repairs, modifications, and improvements by lessees;
- Review proposals, plans, and specifications for beach sand replenishment;
- Review proposals, plans, and specifications for construction or repair of beach infrastructure, including revetments, groins, jetties, piers, and the like;
- Provide professional support as required for Departmental presentations to Beach Commission, Small Craft Harbor Commission, Design Control Board, Regional Planning Commission, Los Angeles County Board of Supervisors, California Coastal Commission, and other bodies;
- Upon reasonable notice, appear at such times and places as County may require to provide consulting services;
- Provide a structural engineering inspection of waterside improvements in Marina del Rey when directed by the CA;
- Provide a structural engineering inspection and an inspection report with respect to any possible structural deficiency of landside and waterside improvements;

- Perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the engineering profession and engineering specialty.

2.4.5 Contractor to Maintain Professional Registration. The Contractor shall maintain his or her California civil engineer registration throughout the term of the Contract and any extension period and shall inform the

Department in writing immediately upon the suspension, revocation, lapse, or other loss of professional registration. Such suspension, revocation, lapse, or other loss of professional registration shall be deemed a material breach of the Contract and shall be grounds for termination of the Contract pursuant to Section 3.16.

2.4.6 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

2.4.7.2 Drawings shall appear clean, well-executed, and professionally prepared.

2.4.7.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.5 Hourly services shall be accurately reported.

2.4.7.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

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PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance

coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements.

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by

the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract

without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a

prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of

the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the

County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-8, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.33.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the

Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

3.33.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.33.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 If the Contractor has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.33.9 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the

federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

3.35 CONTRACTOR TO USE RECYCLED PAPER.

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

3.36.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.36.2 Written Employee Jury Service Program.

3.36.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.36.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by

the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.36.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.37 SAFELY SURRENDERED BABY LAW.

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The

fact sheet is set forth in Exhibit 3 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Saely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all

such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year first written above.

Halcrow, Inc.

By Warren A. Stewart
Warren Stewart, Sr. Vice President

By George B. Bente
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sachi A. Hamai
Deputy

By Sachi A. Hamai
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Raymond G. Fortner, Jr.
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23

JUL 08 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REQUEST FOR PROPOSALS FOR HARBOR ENGINEER OFFER TO PERFORM

Proposer: Name: Halcrow, Inc.
 Address: 6700 E. Pacific Coast Highway, Suite 180
Long Beach, CA 90803
 Phone: (562) 493-8300 Fax: (562) 493-8308

To: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide civil engineering consultation and services in connection with property located within the Marina del Rey Small Craft Harbor and on County-operated beaches on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

As there are no Contractor reimbursable expenses allowed for these services (Contract Section 1.4.3), the hourly rates submitted for each job title shall include all overhead required for performance of the Contract. The rate(s) for services shall be:

Job Title:	Hourly Rate:
See attached Technical Personnel	_____ Dollars (\$_____)
and Inspection and Testing	_____ Dollars (\$_____)
Equipment Billing Rate Schedules.	_____ Dollars (\$_____)
_____	_____ Dollars (\$_____)

The proposal is subject to the following additional conditions:

Conditions are listed on bottom of attached schedules.

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture
☐ limited liability company ☐ other: _____

State of organization: Deleware Principal place of business: Long Beach, CA

Authorized agent for service of process in California:

Stacey G. Jones, P.E.	6700 E. Pacific Coast Highway, Suite 180	(562) 493-8300
Name	Address	Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Warren Stewart, Representative	Contractor's (562) 493-8300	John Schock, Harbor Engineer	(562) 493-8300		
Name	Title	Phone	Name	Title	Phone

Dated: April 1, 2008

Proposer's signature: 

Stacey G. Jones, Sr. Vice President	(562) 493-8300
Name	Title

HALCROW, INC.
TECHNICAL PERSONNEL
BILLING RATE SCHEDULE

<u>Classification</u>	Hourly Rate
Senior Vice President I	\$285
Senior Vice President II	\$308
Senior Vice President III	\$333
Vice President I	\$228
Vice President II	\$246
Vice President III	\$266
Senior Principal Engineer I	\$195
Senior Principal Engineer II	\$211
Senior Principal Engineer III	\$228
Principal Engineer I	\$170
Principal Engineer II	\$184
Principal Engineer III	\$199
Senior Engineer I	\$130
Senior Engineer II	\$140
Senior Engineer III	\$151
Engineer I	\$110
Engineer II	\$119
Engineer III	\$129
Tech Designer I	\$109
Tech Designer II	\$118
Tech Designer III	\$127
CAD Operator I	\$95
CAD Operator II	\$103
CAD Operator III	\$111
Principal Diver I	\$170
Principal Diver II	\$184
Principal Diver III	\$199
P.E. Diver I	\$137
P.E. Diver II	\$148
P.E. Diver III	\$160
Tech Diver I	\$115
Tech Diver II	\$124
Tech Diver III	\$134
Technical Assistant I	\$95
Technical Assistant II	\$103
Technical Assistant III	\$111
Administrative Assistant I	\$70
Administrative Assistant II	\$76
Administrative Assistant III	\$82

HALCROW, INC.
INSPECTION AND TESTING EQUIPEMENT
BILLING RATE SCHEDULE

Type of Equipment	Daily Rate	Weekly Rate
Diving Station: (Surface-Supplied Air Equipment with Superlite Helmet, Control Station, Hardwire Communications, Compressor Volume Tank(s), Umbilicals, Wet and Dry Suits, U/W Dive Lights, Weights, Bailout Bottle & Harness, Stand-By Diver System, and Peripherals)	\$250	\$1,070
SCUBA Dive Station: (Two Complete SCUBA Systems to Include: Buoyancy Compensators, 6-80 cf Cylinders, Wet and Dry Suits, Weights, Masks, Regulators, Independent Secondary Air Source, Safety Lines, and Peripherals)	\$160	\$680
Underwater Nikonos Still Camera System With Clearwater Box(es)	\$75	\$320
Underwater Digital Still Camera System With Clearwater Box(es)	\$75	\$320
Underwater CCTV Video System W/Topside Monitor And Recorder	\$290	\$1,240
U/W Camcorder Video System In Housing	\$140	\$600
Underwater Camcorder Digital Video System With Clearwater Box	\$185	\$790
Above Water Digital Camera	\$29	\$130
Bathycorrometer	\$148	\$630
Ultrasonic Thickness Meter	\$79	\$340
32 - 38 ft Dive Vessel	\$435	\$1,850
25' Dive Vessel	\$400	\$1,700
18' - 20' Dive Boat	\$260	\$1,110
12' - 15' Boat W/Outboard Motor	\$95	\$410
Dive Van	\$110	\$470

HALCROW, INC.
INSPECTION AND TESTING EQUIPEMENT
BILLING RATE SCHEDULE
(CONTINUED)

Type of Equipment	Daily Rate	Weekly Rate
Fathometer	\$210	\$900
Generator	\$42	\$180
Differential GPS Unit	\$185	\$790
Hydrographic Survey Package	\$490	\$2,090
Compressor For Pneumatic Tools And Dive Support Operations - Up to 65 CFM	\$85	\$370
Airlift Excavator	\$55	\$240
Hydraulic Power Pack, Up To 10 GPM @ 2000 psi	\$210	\$900
Hydraulic Tool Hose, Up to 200 Ft Length	\$38	\$170
Hydraulic Tools - Drill / Saw / Impact / Wrench / Etc.	\$80	\$340
Dissolved Oxygen Testing Equipment	\$145	\$620
Concrete Coring Package	\$315	\$1,340
Timber Coring Package	\$315	\$1,340
Jet Probe System	\$95	\$410
Field Laptop Computer	\$65	\$280

The Inspection and Testing Billing Rate Schedule is subject to the following conditions:

1. Price sheet does not include replacement of consumable parts such as drill bits, which will be billed at cost.
2. After three consecutive days of equipment use the weekly rate becomes applicable for up to seven days of consecutive use.
3. Daily and weekly rates for each type of equipment will be escalated by a factor of 5% for each subsequent year.

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about engineers, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Stacey Jones	Prime	Sr. Vice President	Contract Approval
Warren Stewart	Prime	Contractor's Representative	Project Manager and QA/QC
John Schock	Prime	Harbor Engineer	Marina Design and QA/QC
Rob Andrews	Prime	Lead Civil Engineer	Civil Engineering
Minden Chan	Prime	Lead Coastal Engineer	Sediment Transport, Water Quality and Quality Modelling
Patrick Daniell	Prime	Lead Electrical Engineer	Electrical Engineering / Cathodic Protection

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** Owned by a private trust & employee shareholders

Officers: Michael Della Rocca, President Helga Junold, Secretary Colleen Brennan, Treasurer

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Allen Yourman	Diaz Yourman Assoc.	Subconsultant	Geotechnical	1616 E. 17th Street Santa Ana, CA 92705	(714) 245-2920

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WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about engineers, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Bill White	Prime	Lead Mechanical Engineer	Mechanical Engineering
Randy Merry	Prime	Lead Engineer-Diver	Diving Inspection
Steve Hardy	Prime	Lead Structural Engineer	Structural Engineering
Allen Yourman	Subconsultant	Lead Geotechnical Engineer	Geotechnical Engineering

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** _____

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

JUL 08 2008

4. LICENSES: List staff who hold licenses or registration required by California state law or relevant to performance of the work:


Name	License	License Number
Stacey Jones	Civil Engineer	C39646
Warren Stewart	Civil Engineer / Structural Engineer	C41358 / S3066
John Schock	Civil Engineer	C35420

5. STATEMENT OF APPROACH TO THE SCOPE OF WORK:

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items:

- How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;
- Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;
- Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and
- Proposer's ability to provide professional quality engineering drawings and other work product.

Signature: _____



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4. LICENSES: List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Rob Andrews	Civil Engineer	C45405
Steve Hardy	Civil Engineer / Structural Engineer	C26219 / S2432
Allen Yourman	Civil Engineer / Geotechnical Engineer	C32364 / GE925

5. STATEMENT OF APPROACH TO THE SCOPE OF WORK:

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items:

- How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;
- Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;
- Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and
- Proposer's ability to provide professional quality engineering drawings and other work product.

Signature: Atcheyns Jr

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4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Randy Merry	Mechanical Engineer	M30818
Patrick Daniell	Electrical Engineer	E15085

JUL 08 2008

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK:**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items:

- How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;
- Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;
- Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and
- Proposer's ability to provide professional quality engineering drawings and other work product.

Signature: 

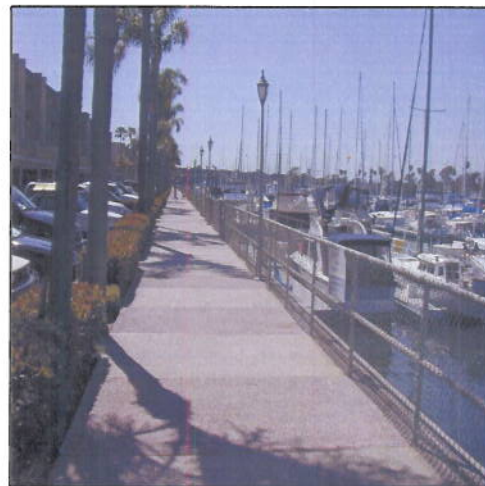
Section 2

Approach to Perform Contract Work

Project Understanding

The Los Angeles County Department of Beaches and Harbors is seeking one or more qualified contractor(s) with experience in coastal engineering projects to provide consulting and engineering services. The selected contractor(s) should have a staff of registered civil and structural engineers qualified to perform assignments such as preparing engineering drawings, reviewing engineering documents, inspecting marine facilities, and designing engineered structures. The contractor(s) will work with Department staff and other contractors on various projects within the Marina del Rey Small Craft Harbor and on various beaches within the County operated by the Department.

The marina area contains a number of waterside public and private improvements which require structural inspection and occasional repair. Although the County has leased a substantial portion of the harbor to private developers, it has retained control over limited portions of the harbor for public safety, waterfront access, and operational facilities. Some of the marina facilities that may require harbor engineering services include seawalls, public beach, parks, roads, parking lots, boat storage yard, signs, library, administration buildings within the harbor, and the submerged areas inside the main channel. Additional marina facilities that may be encountered include recreational piers, floating docks, piles, gangways, bridges, breakwaters, promenades, boat launches, channel and turning basin dredging.



The beach area consists of 21 beaches, and other coastal areas along approximately 30-miles of the County's coastline – including county, state, and city beaches. The beach areas are subject to considerable wave and wind forces. Beach facilities that may require engineering services include revetments, groins, jetties, piers, and other coastal infrastructure subject to tidal and wave actions. Other beach facilities include restrooms, maintenance yards, parking lots, retaining walls, pedestrian bridges, bike paths, life guard towers, picnic areas, and other support facilities. In addition to the facilities listed above, the beach area is subject to erosion, sand deposition, flooding, and other natural occurrences caused by interaction with wave forces.

In addition to inspecting, maintaining, and repairing existing County harbor and beach facilities, the Harbor Engineer may be responsible for review of plans submitted by tenants or other developers, providing construction management services, assess harbor navigation issues, provide cost estimates, provide professional support at various public meetings, and evaluate the effectiveness of repairs completed by others.

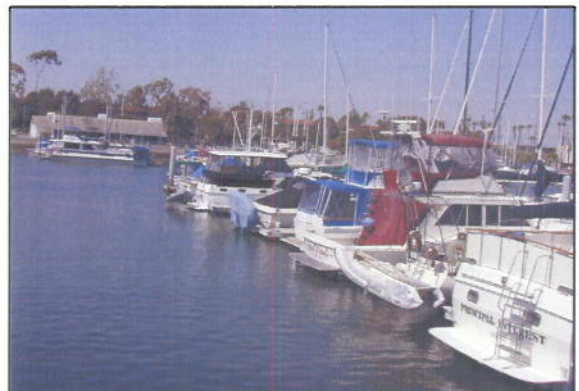
Overview of the Halcrow Team

Recognizing the Department of Beaches and Harbors' need for timely and efficient delivery of a broad range of engineering services, Halcrow has assembled a team of professionals who are experts in marine and coastal engineering and its related disciplines structural, civil, mechanical and electrical engineering. In addition, the team is comprised of experts in the fields of geotechnical engineering.

The Halcrow Team has extensive experience designing, inspecting and maintaining facilities and structures in the coastal environment. Many of our projects involve similar issues that may be encountered during the course of this contract.

The Halcrow Team will consist of Halcrow and Diaz-Yourman and Associates (DYA). The Team and its key personnel have a long history of successful marine project experience. An organization chart showing the team structure and responsibilities is included on the following page.

Halcrow will act as the Contractor's Representative and lead the team. Halcrow will be responsible for all of the civil, coastal, structural engineering, inspection and construction management issues that may arise during the course of the contract. Stacey Jones will act as the Principal-In-Charge, assuring that the necessary staffing and expertise are brought to bear during the course of the project. Warren Stewart will serve as the Contractor's Representative. John Schock, functioning as a Project Manager, will serve as the Harbor Engineer, providing the day-to-day contact with the Halcrow Team and Department staff.



DYA is responsible for all geotechnical engineering efforts, including data collection, sampling, soil characterization, and environmental assessment. DYA is a disadvantaged business enterprise and is certified by the State as a Small Business Enterprise. A copy of their certificates and other documentation is attached in Section 6 of this proposal.

Halcrow Overview

Halcrow is a world leader in the planning, design, engineering of port, maritime, coastal, and marina facilities. With a staff of over 6,000 currently undertaking projects in over 70 countries, Halcrow provides clients with unparalleled resource availability and depth of service. Halcrow is ranked as the 4th largest marine engineering firm in the world by Engineering New Record. Halcrow is a full service firm, providing services in each of the following disciplines as they relate to marine environment:

- Structural
- Civil
- Ocean
- Coastal
- Geotechnical
- Hydraulics
- Naval Architecture
- Diving Inspections
- Master Planning
- Water Quality Modeling
- Mechanical Process
- Materials Handling
- Electrical
- Instrumentation/Control
- Communication
- Cathodic Protection
- Operations Research
- Security Assessments
- Hydrographic Surveys
- Above Water Inspections

Halcrow's principal areas of practice are civil/structural engineering, as well as coastal engineering. The other disciplines, electrical and mechanical engineering, serve as support to the principal practice areas. Typical projects undertaken by Halcrow include the planning and design of marinas, floating ship moorings, fixed and floating breakwaters, fishing piers, seawalls, container terminals, liquid bulk terminals, dry bulk terminals, waterfront infrastructure, and offshore mooring systems. In addition, Halcrow maintains a strong practice in the field of above and underwater inspection, rehabilitation and upgrade of marine facilities.

Halcrow has earned a reputation for excellence in providing design solutions for marine engineering projects. This reputation is founded not just on technical proficiency, but on a firm belief in the rewards of superior client service. The hallmarks of service for which Halcrow is known and that the Department of Beaches and Harbors can expect include:

- *Responsive Service* – Halcrow's Contractor's Representative is located within forty-five minutes of the Department of Beaches and Harbors' offices, enhancing responsiveness even further.
- *Technical Competence* – The key to constructible designs and efficient design production is experience. Since marine work is Halcrow's exclusive focus, this dedicated experience pays dividends to clients in the form of cost-effective designs, minimal construction change orders, and client satisfaction.
- *Creative Thinking* – Halcrow's corporate culture encourages project managers and senior design personnel to take a step back and view each challenge from differing perspectives. This basic step nearly always results in some level of innovation and

added value to the client.

Diaz-Yourman Associates Overview

Diaz-Yourman & Associates (DYA) is a privately held geotechnical consulting service founded in December 1992. The founding principals, Messrs. Gerald M. Diaz, P.E., G.E. and Allen M. Yourman, Jr., P.E., G.E., together have more than 75 years of geotechnical experience. While most of their professional experience has been in California, they have completed projects across the United States and overseas. They have each practiced in Southern California since 1978. Each principal has hands-on technical involvement in ongoing projects. DYA's office is located in Santa Ana.

Designated Project Office

The designated project office will be located at the Congressional Place in Long Beach, the site of Halcrow's regional headquarters. The Congressional Place is located on Pacific Coast Highway near 2nd Street, less than forty-five minutes from the Department of Beaches and Harbors' administrative offices.

Diaz-Yourman and Associates will provide geotechnical services through their Santa Ana office, which about one hour away.

Project Approach

The anticipated scope of work outlined in Part Two of the Sample Contract, attached to the Department's RFP included the following elements:

Direct Support

Provide professional engineering services and consultation as required to support the planning, facilities, and executive staff of the Department of Beaches and Harbors.

The Halcrow Team will be readily available to respond to calls and inquiries that the Department's Contract Administrator (CA) and staff may have regarding the Marina del Rey facilities and public beaches. Impromptu meetings can be set up quickly and attended by a Halcrow representative to inspect facilities and meet staff. Recommendations will be provided shortly after the meetings to guide the Department.

Our Contractor's Representative, Harbor Engineer and key technical staff will develop a work plan in response to each task order from the Department which will:

- Identify existing data and probable site conditions.
- Select probable solutions based on our experience with similar facilities and conditions.
- Develop a work plan by task, and assigning resources with similar facilities and conditions.

- Plan a field investigation to address anticipated site conditions and probable solutions in consultation with and review by principal Department staff.
- Develop a flexible work plan to allow for unforeseen field conditions or revisions in project requirements.
- Assign the appropriate and adequate staff to complete the assignment.
- Communicate with Department staff regarding the progress of the work.
- Summarize the results of the work in a written final report.
- Check with Department staff after the report is submitted to make sure that the Department needs and requirements were met.

Design and Constructability Review

- Review development proposals, engineering drawings, and architectural plans and furnish advice on the feasibility and impact of the proposals.
- Review plans and specifications for proposed construction and repair.
- Evaluate plans and designs for proposed County facilities in Marina del Rey and on County-operated beaches.
- Review engineering technical documents.
- Review proposals, plans, and specifications for harbor dredging.
- Review proposals, plans, and specifications for construction or repair of beach infrastructure, including revetments, groins, jetties, piers, and the like.
- Review proposals, plans, and specifications for beach sand replenishment.

The Halcrow Team will provide the professional services needed to review any proposed project associated with the marina and public beaches. Examples of reviews of landside infrastructure include underground utilities, area lighting, grading and paving for roads and parking lots, signage, boat storage yards, promenades and pedestrian bridges. Examples of public facilities that would be structurally reviewed include libraries, administration buildings, and restrooms. Examples of waterside improvements to be reviewed include dredging and dredge disposal, piling, floating docks, gangways, and coastal structures such as piers, breakwaters, groins, and outfalls.



The Halcrow Team has the expertise to determine if the designs are in compliance with specialized regulations that apply to marinas such as State Boating and Waterways ADA requirements and State Water Resources Board fueling facilities regulations. The Halcrow Team will be able to review documents which commonly establish design criteria such as geotechnical reports, littoral (beach sand) transport, wave analysis, and marine traffic studies, and make sure that the design complies with the recommendations of such reports.

Independent Studies

- Evaluate and analyze structures built over water.

- Review and update minimum standards for Marina construction.
- Review navigation and boating circulation within Marina del Rey and recommend changes.
- Water quality modeling to determine flushing and residence time of bacterial laden harbor basins, estuary mouths, and stormdrain outfalls.

The Halcrow Team will provide independent engineering studies such as establishing baseline conditions for water quality, hydrographic surveys for determining dredging needs, and marine traffic analysis of sail boats and power boats for expanding or modifying the size of berths. Water quality monitoring will also be provided during dredging and construction hydrographic survey monitoring will also be provided to verify dredge depths and dredge quantities.



The Halcrow Team will determine if existing structures and buildings are competent to withstand probabilistic seismic, wind, and wave force loads. A typical risk evaluation would include recommendations for strengthening the structure and costs for various concepts to do so.

The Halcrow Team will review and make recommendations for existing and new standards for marina construction. This may range from the development of a cut sheet with cleat installation details to guidelines for removing marine growth to prevent harbor water pollution.

Design Services

- *Prepare design drawings for smaller projects.*
- *Design co-owned shoreside structures.*
- *Estimate costs and prepare construction budgets.*

The Halcrow Team will be able to provide complete plans, specifications, and estimates (PS&Es) for projects varying in size from a masonry wall trash enclosure to construction of a new recreational pier with associated facilities such as parking, sidewalk/promenades, and public gathering areas.

In addition, the Halcrow Team will provide assistance by attending prebid meetings, bid analysis, analyzing bidder qualifications, and issuing design addendums.

Construction Inspection

- *Provide diving inspections of waterside improvements in Marina del Rey when directed by the CA.*
- *Evaluate dock repairs, modifications, and improvements by lessees.*
- *Provide structural and civil engineering inspections and inspection reports with respect to any possible structural deficiency of landside and waterside improvements.*

The Halcrow Team will be able to provide above and underwater inspection of improvements, repairs, and facilities. Reports will vary in complexity from a simple field correction notice for the contractor to detailed inspection of piles, floating docks, and utilities for a basin of berths. A detailed inspection of the seawall may go so far as to include underwater coring and subsequent lab testing of materials to ascertain concrete condition and expected useable life.



Public Representation

- *Provide professional support as required for Department presentation for Beach Commission, Small Craft Harbor Commission, Design Control Board, Regional Planning Commission, Los Angeles County Board of Supervisors, California Coastal Commission, and other bodies.*
- *Upon reasonable notice, appear at such times and places County may require to provide consulting services.*

The Halcrow Team will be able with advanced notice, to prepare and collect supporting information, attend public meetings and represent the Department and other bodies with consulting support. This would include presenting information from studies and reports in a manner that is understandable to a non-engineer yet explains the complexities that the results and recommendations may yield.

The Halcrow Team would engage and answer public and agency questions and provide written follow-up to deferred answers or other issues needing research. The majority of the professional services performed by the Halcrow Team are for public entities, which require frequent representation at public meetings, working with other agencies and their committees, and answering direct questions from commissioners.

Other Duties

- *Perform other duties as required by the Director.*

The Halcrow Team is very versatile and talented and will have no difficulty meeting

unexpected challenges that may arise. For example for emergency services, such as immediately after a large storm, earthquake or other catastrophic event, an experienced representative can respond in short notice to help assess damage of critical County facilities. Many of the senior staff have had Office of Emergency Services (OES) training to evaluate widespread damage to structures and infrastructure and they have previously worked for public agencies and are familiar with command and control protocols.

Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies

The Halcrow Team has extensive experience with local agencies such as the California Coastal Commission as well as other agencies such as, County of Los Angeles DPW, Regional Water Quality Control Board, California Department of Fish and Game, California State Parks, U.S. Army Corps of Engineers, City of Malibu, City of Redondo Beach, and the California State Lands Commission. Our Team also has experience developing project support through participation in public outreach meetings, design review committees, other public forums. We have successfully represented our clients before numerous local, state, federal and other public agencies. The following matrix provides an overview of the Team's plan check and permit approval experiences in this region. These agencies may be encountered during the course of this contract.

	Regional Water Quality Control Board	California State Parks	Coastal Cities	LA Co. DPW	California Coastal Commission	Calif. Boating & Waterways	State Lands Commission	Department of Fish and Game	US Coast Guard	US Army Corps of Engineers	EPA
Halcrow	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
 DIAS-YOERMAN a professional Geotechnical Services	✓			✓			✓		✓	✓	

The Halcrow Team's depth of knowledge in marine facilities and coastal issues make us indispensable in fielding questions that may unsuspectingly arise at a public or agency meeting.

Proposer's ability to provide licensed professional advice and civil and structural engineering with special emphasis on engineering of marine facilities

All Halcrow personnel assigned as leads and the support staffs for this project are licensed engineers in their disciplines. Each person is capable of independently analyzing an engineering task, designing a solution, and producing plans, specifications and bid documents for new construction or repairs of existing marine facilities. Our Team of

professionals was selected for this project based on their unique professional experiences in the coastal environment. The Halcrow Team is highly skilled and knowledgeable of the inspection, maintenance, repair and design requirements of facilities in the marine environment.

Halcrow has unique in-house diving and inspection personnel and equipment. The divers and equipment, including boats, are available locally. The divers are also engineers who can assess the condition of underwater structures and develop reports and recommendations for repairs or new construction. In this manner, work by an independent diving firm does not have to be interpreted by the Harbor Engineer. This seamless approach results in a first hand evaluation employed in the most cost effective and expedient resolution of the problem.

Proposer's ability to provide professional quality engineering drawings and other work product

The Halcrow Team will prepare all drawings using AutoCAD 2008. The drawings will be developed and finished by experienced CAD personnel who are accustomed to applying the client's CAD Standards.

Halcrow personnel are also adept at using AutoCAD's Civil 3D, with its associated Mapping and Civil Design software. These tools are used to design dredging plans, grading and paving plans, storm drains, sewers, and roadways. The designs will be produced directly as AutoCAD 2008 drawings or earlier versions.



The other Halcrow Team members will utilize AutoCAD 2008 to produce professional quality electrical and mechanical engineering drawings, as may be needed, using the client's CAD Standards. Their work is integrated seamlessly into the drawing set for a uniform and consistent appearance. Beforehand, everything is checked for proper cross referencing and to assure there are no conflicting notes or details between drawing sheets and disciplines.

The same level of attention is provided in the production of written reports and analyses. Before anything is provided to the client it is thoroughly checked by Halcrow to assure that the report is clearly understandable to the reader it is intended for and that it meets the high standards that a professional document should represent.

The Halcrow Team regularly lectures at professional conferences and represents clients in public meetings. High quality presentation material that is clear to understand and interesting to the audience is used for such purposes.

QUALITY CONTROL PLAN

Describe the procedures by which your firm will ensure compliance with the Contract terms and conditions. The plan shall include at a minimum:

- a. Who will review documents prepared by your office?
- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
- d. How will you cover unexpected absences?
- e. If you have a written quality control plan or written procedures for your staff, please attach them.

Additional Information (Attach pages if necessary):

See Attached Sheets

Signature: _____



Section 3

Quality Control Plan

Who will review documents prepared by your office?

The principals of Halcrow are deeply involved with and provide guidance for performing the work during every phase of all projects. All calculations and bid documents are checked by engineers who did not prepare the original work. Drawings are checked by the engineer who prepared the design on which the drawings are based and all work will be reviewed by the Contractor's Representative prior to submission to the client. The success of this effort is evidenced by the fact that within the past few years, Halcrow projects have received numerous engineering excellence awards and commendation letters.

Halcrow has selected sub-consultants as part of the Team for this project with similar depth and experience of personnel in their given area of expertise

What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

Documents returned to Halcrow by the client to correct deficiencies are addressed by the engineer who prepared them, then rechecked by another engineer, and then are reviewed by the Contractor's Representative.

Halcrow requires that its subconsultants provide the same level of QA/QC in preparing documents for a project. These documents are reviewed by the Halcrow Contractor's Representative and any deficiencies are corrected before they are re-submitted to the client. If any documents are returned by the client for corrections, the Halcrow Contractor's Representative will ascertain the corrections have been made before the document is returned to the client. Halcrow's subconsultants understand that time is of the essence and that they are expected to respond to deficiencies as soon as possible.

If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

Response time to comments about the documents prepared by the Halcrow Team is primarily a function of the size and complexity of the work product. Upon receiving the comments, Halcrow first establishes an understanding of deficiencies and immediately inquires about anything that needs clarification. This prevents unnecessary cycling of the documents back and forth. During the time that Halcrow may be awaiting clarifications the remaining comments are being addressed and the documents revised accordingly. By this process, Halcrow works as efficiently as possible to expedite a thorough and quick turn around.

In extreme cases of inadequate performance, the Contractor's Representative and Harbor Engineer will meet with the Department staff to identify the deficiency and develop a resolution and timely schedule for response. In cases that involve a subconsultant's work, the subconsultant will attend the meeting at the request of the Department staff.

How will you cover unexpected absences?

If the engineer who prepared the document is not available the engineer reviewer will make any necessary revisions and the Contractor's Representative will check the work. The Halcrow Team has sufficient staff disciplined in civil, structural, coastal, geotechnical, electrical, mechanical engineering as well as biological assessment and water quality to provide adequate checking and back-up for unexpected absences. All engineers tasked for this project are registered, with over 5-years of marine design experience, and can assume responsible charge.

If you have a written quality control plan or written procedures for your staff, please attach them.

Quality control is the highest priority of Halcrow. The firm has developed a Quality Assurance Plan that spells out the procedures to be followed for various types of projects. This plan facilitates the implementation of proper quality control procedures. In addition, a comprehensive Technical Report Writing Manual ensures that all of the reports produced are thorough, concise, and consistent, and a CAD Standards Manual ensures that all the drawings and figures produced are correct and consistent.

All underwater inspection reports are prepared in accordance with the client's guidelines. The Technical Report Writing Manual governs the QA/QC of all Halcrow inspection reports. Prior to the submission of the draft copy of the report, it is reviewed by the Harbor Engineer and the Contractor's Representative.

The principal features of Halcrow's Quality Program are:

- Rigorous investigation and analysis of employment candidates.
- Regular instruction and updating of Quality Assurance procedures to all personnel.
- Regular reporting to the project manager by the project engineers.
- Quality Assurance surveillance of engineering work by project engineers, monitoring design against construction budget.
- Checking and signing of all computations and drawings by a qualified reviewer.
- Constructability review of all work by the project manager.
- Interface checking of contract documents, specifications, and permit applications.

A copy of Halcrow's Quality Assurance Plan follows this write-up. Copies of Halcrow's CAD Manual and Technical Report Writing Manual are available for review as necessary.



QUALITY ASSURANCE PLAN

JANUARY 2008

QUALITY ASSURANCE PLAN

JANUARY 2008

HALCROW, INC.
22 Cortlandt Street
33rd Floor
New York, NY 10007

#23 JUL 08 2008

STATEMENT BY THE VICE PRESIDENT OF QUALITY CONTROL

The management of Halcrow is dedicated to providing consistently high quality services commensurate with client requirements. An effective quality assurance program is essential to maintaining this policy. This document describes the quality assurance program that has been implemented within the company. This plan defines the lines of authority and the responsibilities of those individuals charged with implementing and maintaining the program. It describes the procedures for reviewing work products, performing system audits, and monitoring the plan's effectiveness.

The consistent and appropriate application and continued review and maintenance of this plan are hereby mandated by the Vice President of Quality Control of Halcrow.



Bill Paparis

Vice President of Quality Control

QUALITY ASSURANCE PLAN

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1. INTRODUCTION

It is the policy of Halcrow to provide consistently high quality services commensurate with client requirements. An effective Quality Assurance (QA) Plan is essential to maintaining this policy. The performance of quality services is the responsibility of each individual within the company. Ensuring that these services consistently meet Halcrow standards is the responsibility of the Vice President of Quality Control. This QA Plan defines the authority, responsibilities, and procedures for quality assurance. Compliance with the quality assurance requirements and quality control activities presented in this plan will fulfill the quality objectives for all Halcrow assignments.

This plan applies to all work performed by Halcrow personnel, including studies, investigations, reports, designs, cost estimates, scopes of work for subcontracts, and technical papers. The objectives of the QA Plan include the following:

- To make employees aware of the quality assurance/quality control (QA/QC) procedures.
- To follow a consistent quality assurance policy for all work.
- To satisfy all quality requirements for the work.
- To clearly delineate the quality assurance activities of Halcrow and its subcontractors and consultants, and the interaction between the project team members and the client.
- To effectively use resources to resolve technical problems related to the implementation of quality assurance project plans for each project.

This plan defines the minimum controls required to achieve the quality goals established for each project. Additional quality control functions may be required for specific projects.

2. QUALITY ASSURANCE POLICY

2.1 INTRODUCTION

Halcrow is committed to providing quality services to its clients. This commitment to quality is embodied in this QA Plan and supported by the policies and goals the company has adopted. Halcrow's success depends foremost upon the quality of services provided to each client.

Policies have been established to ensure that quality services are provided to all clients. These policies define the quality of delivered work products (deliverables) and how quality is monitored and maintained.

All personnel are accountable for the proper application of standard procedures, guidelines, methods, and instructions to activities in which they are engaged. Accountability will be established by documentation or physical evidence related to, or in demonstration of, the implementation of quality control procedures.

Section 3 describes the Halcrow management organization as it applies to the implementation of quality assurance and quality control.

2.2 DEFINITIONS

2.2.1 Quality

Quality, as it applies to this plan, means that the project deliverable is acceptable for its intended use. Characteristics of quality are precision, accuracy, representativeness, clarity, consistency, completeness, and comparability. Quality work must also meet the following requirements:

- Protect public health and environment.
- Meet client's technical requirements.
- Conform to client's specifications.
- Conform to Halcrow policies, procedures, guidelines, and standards.
- Comply with applicable federal, state, and local regulations.
- Comply with contractual requirements.

2.2.2 Quality Assurance

Quality assurance includes all those activities required to determine that the quality control system is performing adequately. Quality is assured by establishing standards for work products, verifying that these standards have been followed, and evaluating the effectiveness of the standards and control activities in meeting quality objectives.

2.2.3 Quality Control

Quality control is the exercise of appropriate influence over activities by the routine examination of performance for accuracy, applicability, and conformance with criteria, guidelines, policies, instructions, procedures, and standards. Quality control functions include discipline review, project review, and independent review of work products.

2.3 DOCUMENTATION

The project team will perform the engineering and technical services for the project according to this QA Plan, including documentation of the quality control functions performed. Documentation requirements are defined in this QA Plan. Auditing of quality control activities is a quality assurance function.

2.4 APPLICABILITY

The quality assurance program is applicable to Halcrow services and project deliverables.

2.4.1 HALCROW Services

The services Halcrow provides for the permitting, investigation, study, evaluation, design, procurement, fieldwork, and construction phases of projects will be subject to the controls described in this QA Plan. The functions and interrelationships of systems and components used to perform the work are also subject to quality control review.

2.4.2 Project Deliverables

Halcrow project deliverables include contracts, correspondence, studies, reports, calculations, design drawings and plans, design specifications, technical papers, policy and procedure manuals, construction activities, and other work produced by Halcrow.

2.4.3 Consultants and Subcontractors to Halcrow

Services of consultants and subcontractors to Halcrow are subject to the QA/QC requirements of this QA Plan, as required by contract. Review of project deliverables from consultants and subcontractors is discussed in Subsection 4.7.5.

2.5 QUALITY ASSURANCE ORGANIZATION

The director of quality assurance is responsible for initiating and implementing programs to instruct all Halcrow professional and technical personnel in the application of the QA Plan. Each technical director and regional resource manager is responsible for coordinating quality assurance program implementation with the director of quality assurance. Instruction of personnel will be performed to satisfy both project and company requirements.

The project manager is responsible for assuring that the project team knows and understands the QA/QC requirements for the project. Instruction will include familiarizing personnel with this QA Plan, technical objectives of the project, codes and standards, contract requirements, regulations, and administrative and quality control procedures. Specific technical client requirements applicable to a project will also be identified and presented.

2.6 QUALITY REQUIREMENTS

All project functions and documents are subject to evaluation to ensure that they conform to Halcrow policies, procedures, guidelines, and standards. Quality controls, including applicable project budgets and schedules, will be established at the beginning of a project to achieve and verify the quality of the work product. These controls will be exercised throughout the project to provide a quality product.

To verify that work is of acceptable quality, various reviews will be conducted. Section 4.0 of this plan defines the required reviews, specifies who may perform the reviews, and describes how the reviews will be conducted during work product preparation.

2.7 MANAGEMENT REVIEW

The director of quality assurance is responsible for the management and assessment of the QA Plan. The director of quality assurance will audit project work for compliance with the QA Plan and determine the plan's effectiveness and efficiency. Results of audits will be documented in a summary report and submitted to the Vice President of Quality Control. Copies of the summary reports will be provided to the project manager, consultants, and subcontractors being audited. The summary reports will contain a brief, narrative description of the audits; identification of compliance status, problems, and non-conformances; and analysis of corrective action status, if appropriate.

3. QUALITY ASSURANCE MANAGEMENT

The quality assurance program has two organizational levels: quality assurance program management and quality assurance project management. This section describes organizational structure, functional responsibilities of key staff, levels of authority, and lines of communication for both levels.

3.1 QUALITY ASSURANCE PROGRAM MANAGEMENT

The Halcrow quality assurance program organization is shown on Figure 3-1. Individual responsibilities within the program management structure are described in the following subsections.

3.1.1 Vice President of Quality Control

The Vice President of Quality Control, Bill Paparis, is responsible for overall program direction. The Vice President of Quality Control will establish objectives, formulate policies for the organization, provide adequate Halcrow resources, establish and monitor the Halcrow QA Plan, and monitor the organization's overall performance.

3.1.2 Director of Quality Assurance

The Halcrow director of quality assurance, John Conlon, is responsible to the Vice President of Quality Control for the management of the quality assurance program and the evaluation of its effectiveness. The director of quality assurance will monitor the quality assurance program and report to the Vice President of Quality Control. The primary functions of the director of quality assurance are to verify that activities are being performed in compliance with the QA Plan, and that activities are adequately controlling the quality of the work. The director of quality assurance has authority and responsibility for the following:

- Establishing quality assurance procedures to carry out quality assurance responsibilities in an orderly and documented manner.
- Providing guidance and input for the development and revision of quality assurance program documents.

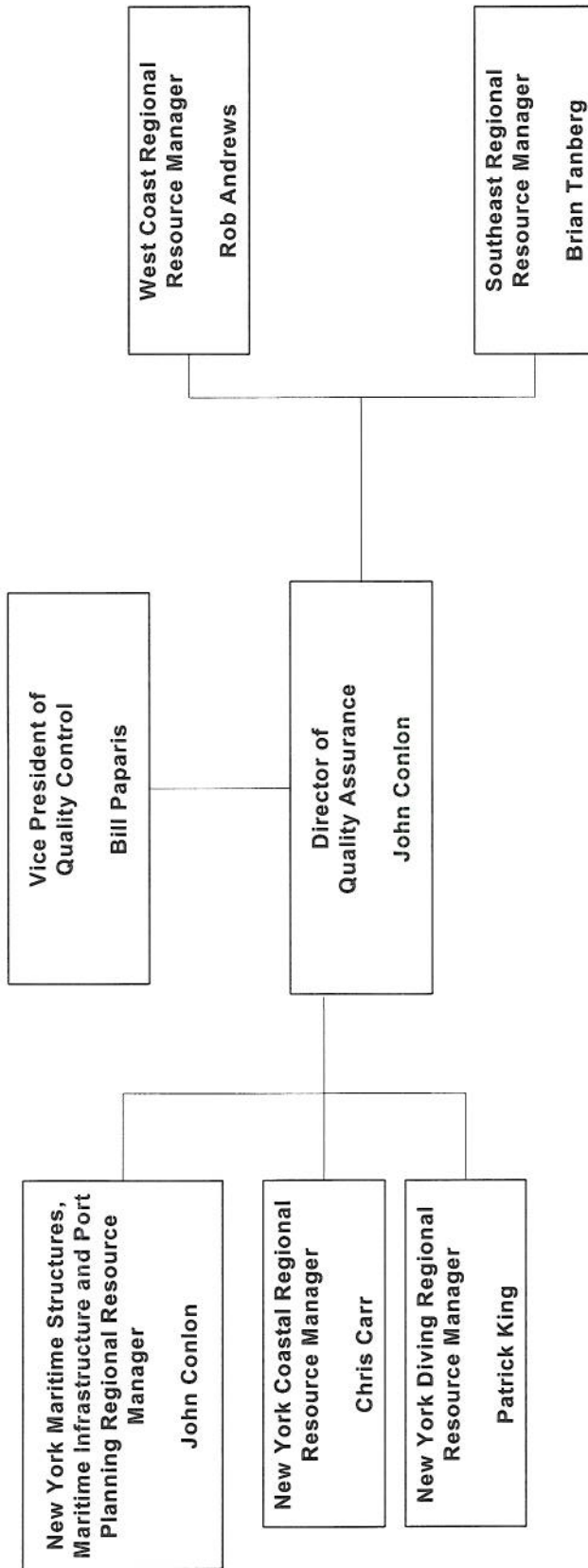


Fig 3-1 Quality Assurance Program Organization

- Assisting the regional resource managers in developing internal quality assurance indoctrination programs, as appropriate, and providing assistance for additional indoctrination of personnel whenever special situations develop.
- Reviewing and evaluating compliance with the QA Plan and recommending corrective action, when required.
- Reporting specific non-conforming items to the Vice President of Quality Control and project management personnel and verifying correction of that non-conformance.
- Reviewing the effectiveness of the quality assurance program and its procedures periodically, and reporting to the Vice President of Quality Control.
- Initiating audits of quality control documentation for compliance with the plan.
- Conferring with regional resource managers to establish applicable and effective quality control procedures.
- Preventing the release of documents that do not conform with the requirements of the QA Plan until management has determined an acceptable disposition.
- Maintaining records of quality assurance program activities.

The director of quality assurance may delegate his responsibilities to others when necessary. The designated person(s) will report directly to the director of quality assurance on all matters related to the delegated responsibilities.

3.1.3 Regional Resource Managers

Each regional resource manager is responsible for providing effective technical quality control services in support of projects. Regional resource managers are responsible for implementing company policies, procedures, and standards. They may be assisted by local resource managers who may include discipline leaders in this task.

Regional resource managers have authority and responsibility to effectively perform the following:

- Implement QA/QC policies and procedures in the regional office.
- Assign project managers to projects.
- Evaluate the quality and effectiveness of technical services and apply corrective action as required.
- Allocate qualified personnel for each project as required.
- Monitor the adequacy and effectiveness of personnel assigned to each project.
- Provide special discipline instructions, standards, and guidelines, including instructions amplifying the procedures in this QA Plan, and training personnel in its application.
- Implement educational training programs to develop or maintain personnel capabilities.
- Conduct discipline reviews as required.

3.2 QUALITY ASSURANCE PROJECT MANAGEMENT

Project teams are assembled to perform the work for each project. The project director selects a project manager to direct all project functions. The quality assurance project organization is shown on Figure 3-2.

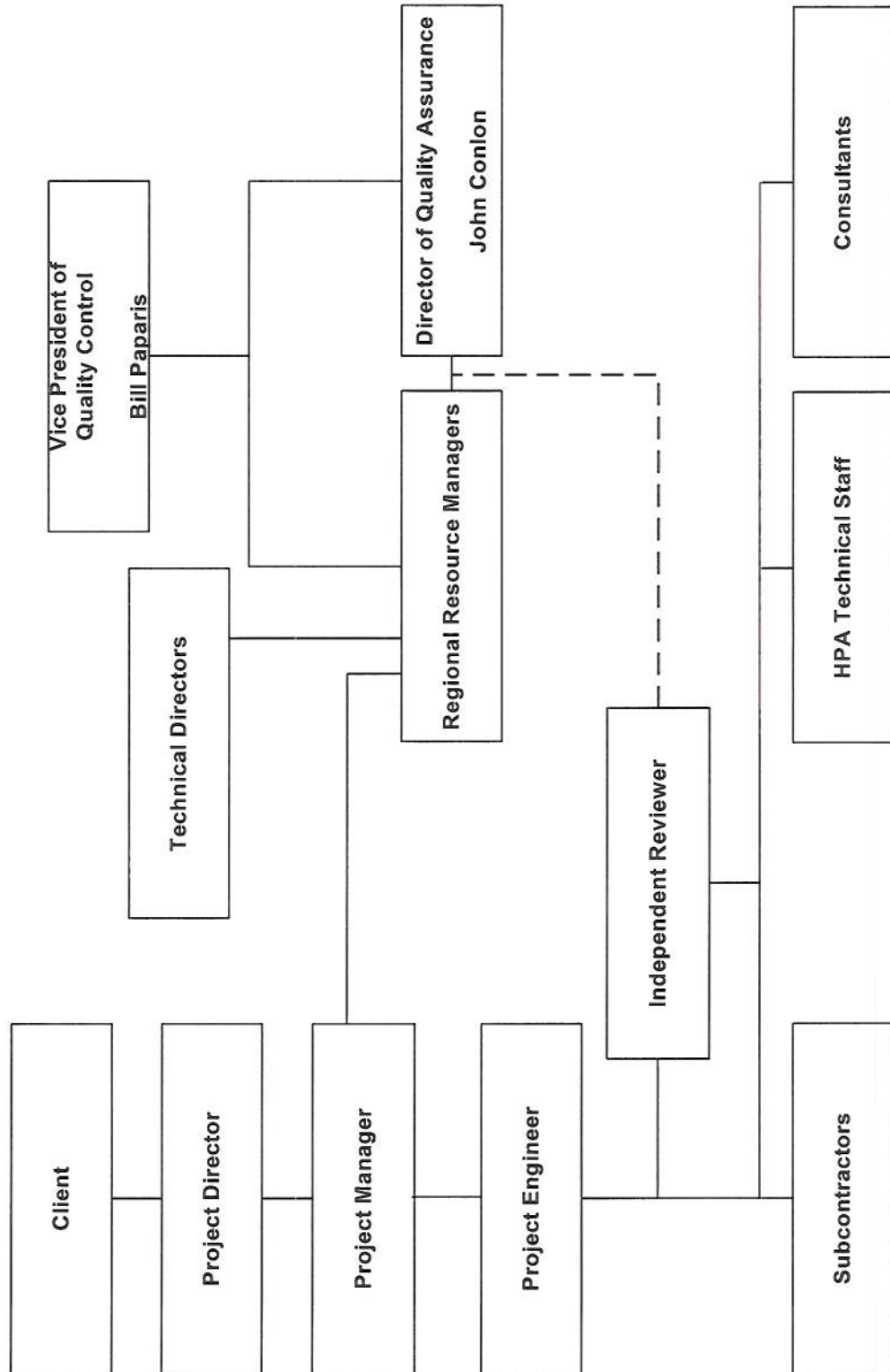


Fig 3-2 Quality Assurance Project Organization

— Direct Responsibility
- - - Indirect Responsibility

3.2.1 Project Manager

The project manager is responsible to the project director for all project matters. He is responsible to the client for fulfilling contractual obligations related to the project. The project team members report to the project manager, usually through a project engineer, on all project matters. The quality control functions for each project operate within project management activities, but interface with QA Plan management to ensure that Halcrow quality assurance goals are understood and achieved.

The project manager is responsible for the quality control activities on the assigned project. He has the primary responsibility for verifying that all project work meets the quality assurance objectives associated with work assignments. At the inception of any work assignment, the project manager will define the quality assurance goals of the project. The project manager evaluates the qualifications and experience of all project team members.

The project manager oversees quality control operations relative to the project activities. He ensures that project quality assurance goals and objectives are recognized and that efforts necessary to attain them are defined. The project manager is responsible for the following:

- Reporting to the project director on the quality control status of ongoing project activities.
- Maintaining project-specific quality control reports and other vital information, plans, and directives.
- Maintaining the list of project personnel who need to receive quality control reports and information as part of the document control system.
- Reviewing and overseeing consultants and subcontractor QA/QC activities.
- Reviewing all work products for quality and verifying that all client and contract requirements are met.
- Providing project status reports that address quality control activities.

3.2.2 Project Engineer

The project engineer reports directly to the project manager and is responsible for the daily technical direction of assigned duties. Primary duties consist of providing specific technical direction, project team coordination, dissemination of information, cost control, and adherence to the project schedule. The project engineer will review work products and incorporate any necessary revisions before those products are submitted for quality control review. The project engineer is responsible for reviewing the work of subcontractors and consultants to ensure that quality work has been performed and products meet contract requirements.

3.2.3 Project Staff

The Halcrwo project staff members will be selected for assignment based upon their abilities to perform specific project-related tasks. Staff members will be responsible for applying established quality control procedures in their work and for interfacing and coordinating with other project staff members to ensure that the contract requirements are met.

3.2.4 Subcontractors and Consultants

Subcontractors and consultants are considered members of the project team and, as such, are subject to the same quality control procedures. All subcontractors and consultants will be required to implement an acceptable quality assurance program for their portion of the project.

4. QUALITY CONTROL PROCEDURES

To effectively control the quality of services provided to clients, it is necessary to control the quality of all work as it is performed. Therefore, ongoing quality control functions are performed through reviews by the personnel performing the work, as well as the project manager and project engineer.

This program is based on the premise that the quality control process is more than a review of deliverables. Quality control begins as soon as a work assignment is received and continues through the planning, execution, documentation, and close-out of the project. The project manager and project engineer continually monitor project status to maintain quality control. The formal review process provides the assurance that quality control was maintained and that the work products are conceptually correct, complete, easy to understand, and meet all contract requirements.

4.1 QUALITY CONTROL REVIEWS

The control of work quality must be an ongoing activity throughout the course of a project, from inception to final delivery of the product. To ensure that quality is being maintained, three levels of quality control reviews have been established. The first level is within the technical discipline; a peer in that particular discipline reviews each set of tasks. The second level is a review by project management. The third level is an independent review by someone at the senior engineer level or higher, who is not on the project team.

4.1.1 Discipline Review

Discipline reviews are conducted throughout the project to ensure that work begins and progresses on a sound basis and that design documents clearly present the concepts of the designer. Work products such as standard designs, drawings and specifications, standard procedures, and calculations will be checked in detail during the discipline review. The work will be reviewed to ensure that it meets the requirements for which it will be issued.

The project manager will initiate a discipline review and contact the appropriate discipline leader under which the work was performed. The discipline leader or his

designee will review the document in detail. The work product will be checked for the following:

- Conformance to Halcrow policies and standards.
- Use of appropriate concepts, equations, and assumptions.
- Accurate performance of mathematical calculations.
- Supporting calculations for design and discipline procedures will be checked in detail.

4.1.2 Project Review

Before any work product is issued, the project team will review it. Usually, the project manager will review the work product, but the task may be delegated to the project engineer, if necessary.

The project reviewer will verify that the work product has been subjected to a discipline review and that it is consistent with the client's requirements, other project documents, and overall project needs. The project reviewer will also verify that the work has been properly coordinated between disciplines, between Halcrow and its sub-contractor/sub-consultants, and between sub-contractors/sub-consultants. The project reviewer will further insure that the cost estimate is consistent with the drawings and specifications. In addition, the project reviewer will insure the overall completeness of the product and verify that it is clear and understandable. He/she shall also confirm that all contractual language, general conditions, and general notes are appropriate for the project and consistent with the client's requirements.

4.1.3 Independent Review

The independent review is a thorough, but not detailed, review of the completed work product by an engineer with an equal or higher experience level than those persons who prepared it. The independent reviewer must be someone who did not work on the project. Client specifications and contract requirements, scope of work, and supporting information sources will be reviewed to verify the basis for the work. Each work product will be checked for accuracy, clarity, conformance to Halcrow and client requirements, and applicability. Work products will be compared for consistency and compatibility, and discipline and project reviews will be verified. Table 4-1 presents a list of typical quality control items to be checked in reports, drawings, and specifications.

Table 4-1
Typical Independent Review Check Items

Item	Checked
Compliance with applicable codes, standards, and federal, state, or local regulations	
Compliance with Halcrow policies and standards	
Compliance of written documents with governing guidance documents or requirements	
Technical content of written documents, including assumptions, logic, and conclusions	
Completeness of reports, technical papers, design reports, and design memoranda	
Verification of proofreading and editing	
Design philosophy, processes, and criteria for each discipline	
Agreement among basis of design, design criteria, design memoranda, and contract documents	
Agreement among drawings, general conditions, and technical specifications	
Agreement between text, figures, tables, and photos in a report	
Agreement among calculation results, details, and contract documents	
Completeness of drawings	
Confirmation that appropriate reference elevations and control points are used	
Adequacy of design and details	
Constructability	
Compliance with all contract requirements	
Coordination of dimensions, sizes, elevations, details, and other data within a discipline and among disciplines	
Appropriate application of titles, cross-references, notes, legends, abbreviations, title blocks, and North arrow	
Adequacy of qualifying language where limited conditions or facts prevent a firm conclusion or recommendation	
Appropriate differentiation between new and existing construction, and between items to remain and items to be removed	

4.2 REVIEW SCHEDULES

Quality control reviews are project tasks and are to be included in the project scope and schedule. Discipline reviews are to be scheduled and completed in a timely manner so that subsequent project tasks are not adversely affected. Scheduling of these reviews will allow each task to progress on a timely basis and allow project management to determine staffing needs to meet project objectives in an orderly and efficient manner. As a minimum, a quality control review shall accompany each official submission to the client. The number of reviews per project shall be agreed upon at the project inception by the QCM, PM, and regional resource managers/technical director.

The project manager will submit a copy of the project schedule and all revisions of the schedule to the director of quality assurance for each project. These shall account for initial and final reviews. The director of quality assurance will use the project schedules to track quality control activities within the discipline and project review levels and to determine staffing requirements for independent reviews.

4.3 DOCUMENTATION

All quality control reviews will be documented. The discipline and project reviews will be recorded on the Discipline and Project Review Record form shown on Figure 4-1.

The independent review will be recorded on the Independent Review Record form shown on Figure 4-2.

4.3.1 Discipline and Project Review Records

The project manager will prepare the Discipline and Project Review Record form, providing all requested project information. The name of each reviewer, the reviewer's discipline, and the name of the document or work task will be entered on the form. After the review has been completed and all comments resolved, each reviewer will initial and date the form. When the review process is completed, the project manager will indicate acceptance by signing and dating the form. The original record form will be placed in the project file. A copy will be sent to the director of quality assurance.

When both a discipline review and a project review are required for a document, as indicated in Table 4-2, the same form can be used. A copy of the form will be submitted to the director of quality assurance after each review has been completed. If

more than one form is required, particularly for discipline reviews, they will be numbered sequentially.

The project review and discipline reviews, when required, must be completed, and the Discipline and Project Review Record form must be submitted before an independent review will be authorized.

PROJECT INFORMATION

Project No.: Phase No.: Task No.:	Client:
Project: Phase: Task:	
*Work Product:	
Project Manager:	Project Engineer:

*Identify stage, e.g., 35%

DISCIPLINE REVIEW RECORD

Name of Reviewer	Discipline	Document Reviewed	Initial Review			Final Approval			Technical Director or Regional Resource Manager Approval		Comments
			Initials	Date	Disposition	Initials	Date	Disposition	Initials	Date	

Accepted: _____ Date: _____
Project Manager

Approved: _____ Date: _____
Director of Quality Assurance

Disposition: NEN - No Exceptions Noted; EN - Exceptions Noted; RFC - Returned for Corrections

PROJECT REVIEW RECORD

Name of Reviewer	Document Reviewed	Initial Review			Final Approval			Comments
		Initials	Date	Disposition	Initials	Date	Disposition	

Accepted: _____ Date: _____
Project Manager

Approved: _____ Date: _____
Director of Quality Assurance

Date Transmitted to Client: _____ Transmitted By: _____

Fig 4-1 Discipline and Project Review Record

INDEPENDENT REVIEW RECORD

Project No.: _____		Requested by: _____		Date: _____			
Phase No.: _____							
Task No.: _____							
Client: _____							
Project: _____							
Phase: _____							
Task: _____							
*Work Product: _____							
Project Manager: _____			Project Engineer: _____				
Description of Specific Items to be Reviewed:							
Date Scheduled for Review: _____			Date Scheduled to Complete Review: _____				
Independent Reviewer: _____				Date Documents Received: _____ Date Review Started: _____			
		Initial Review		**Final Approval		Comments	
		Initials	Date	Disposition	Initials		Date
NEN: No Exceptions Noted EN: Exceptions Noted RFC: Returned for Corrections							
Approved: _____ Project Manager					Date: _____		
Approved: _____ Director of Quality Assurance					Date: _____		
Date Transmitted to Client: _____			Transmitted By: _____				

* Identify stage, e.g., 35%

** Final approval section must be completed for initial review disposition of "Return for Corrections". It is optional for "Exceptions Noted".

Fig 4-2 Independent Review Record

4.3.2 Independent Review Records

The director of quality assurance will prepare the Independent Review Record form from information provided on the request form. The name of the reviewer and all pertinent project information will be entered on the form. After the review has been completed and all comments resolved, the reviewer will initial and date the form. The original record form will be placed in the project file, and a copy will be sent to the director of quality assurance.

The project manager will sign and date the form before submitting it to the director of quality assurance for signature.

4.4 DISCIPLINE REVIEW PROCEDURES

When a task is completed, the project manager will advise the appropriate discipline leader. The originator will provide a copy of the work to be reviewed and all supporting documents to the assigned discipline leader. In no instance will the originator of the work conduct the review.

4.4.1 Review Schedule

Discipline reviews will be scheduled according to Section 4.2 of this manual. The work will be checked in detail before subsequent tasks supported by the work are started. The project manager will be responsible for including discipline reviews in the project schedule.

4.4.2 Review Procedures

The project manager will initiate a discipline review and contact the appropriate discipline leader for the discipline that performed the work. A discipline leader or his designee, who is of the same discipline and who is qualified to perform the work but who did not work on the task, will review the work in detail. The work will be checked for the following:

- Conformance to Halcrow policies and standards
- Conformance to project design criteria
- Use of appropriate concepts, equations, and assumptions
- Accurate performance of mathematical calculations

- Conformance w/SOW

Drawings will be checked to ensure accuracy and completeness, including conformance to Halcrow standards, graphic representation of calculations, and agreement with design criteria.

4.4.3 Review Records

The project manager will prepare a Discipline and Project Review Record form, providing the name of the reviewer(s) and the work to be reviewed. After the review is completed, the reviewer(s) will initial and date the original form and indicate the review disposition, then return the form to the project team along with the work product and review comments. A disposition of "No Exceptions Noted" (NEN) indicates the reviewer had no comments. A disposition of "Exceptions Noted" (EN) indicates the reviewer had only minor comments. If the first review disposition is NEN or EN, the initials of the reviewer are not required under "Final Approval."

A disposition of "Returned for Corrections" (RFC) indicates the reviewer had significant comments and concerns that must be resolved. If the initial review disposition is RFC, the initials of the reviewer must be shown under "Final Approval" to indicate that all concerns have been resolved to the reviewer's satisfaction.

After the review is completed and the appropriate initials and dates are entered, the project manager will sign and date the form. If more than one record form is required, they will be numbered sequentially, and the project manager must sign each form. One copy of the review form(s) will be submitted to the director of quality assurance. The original will be placed in the project file.

If an independent review is required, a copy of the Discipline and Project Review Record form will be submitted with the request for an independent review.

4.5 PROJECT REVIEW PROCEDURES

When a work product is ready for issue, the project engineer or the project manager will review it. The project manager may delegate this review to the project engineer but remains responsible for the quality of the work product. The project review must be completed before an independent review can be requested.

4.5.1 Review Schedule

The project manager will be responsible for including the project review in the project schedule. The project review will be performed after all discipline reviews have been completed.

4.5.2 Review Procedures

The work product(s) will be checked for completeness and quality. The reviewer will verify that all necessary discipline reviews have been performed and that the finished work product(s) incorporates all contract requirements. The work product(s) will be prepared then for submittal to the client or for an independent review, if required.

4.5.3 Review Records

The project manager will prepare a Discipline and Project Review Record form, providing the name of the reviewer. After the review is completed, the reviewer will initial and date the form. The project manager will sign and date the form, even if he or she was the reviewer. The original record form will be placed in the project file. A copy of the record will be submitted to the director of quality assurance.

If an independent review of the work product is required, the copy for the director of quality assurance will accompany the request for the independent review.

4.6 INDEPENDENT REVIEW PROCEDURES

When a work product is ready for an independent review, a reviewer will be identified. In no instance will a member of the project team that prepared the work product conduct the independent review. The project manager will provide a copy of the work product and a copy of all supporting documents, including scope of work, to the reviewer.

4.6.1 Review Schedule

Because the independent review may be extensive, it must be scheduled in advance to allow the reviewer to plan for it. The project manager will submit a project schedule to the director of quality assurance for each project. The schedule

will include the review period based on the complexity and length of the work product(s) to be reviewed. Sufficient time must be allocated for the reviewer to complete the review.

It is imperative that an independent review be scheduled at the beginning of a project of short duration (task periods of 3 months or less) so that reviews can be scheduled to meet the submittal date. On large projects of longer duration, the independent review will be scheduled in the early stages of project development.

4.6.2 Request for Independent Review

A request for an independent review will be made on the Request for Independent Review form (Figure 4-3). The project manager or project engineer will prepare the request for review and submit it to the director of quality assurance. The completed request form will be reviewed, and the suggested reviewer approved or modified, as necessary. The director of quality assurance will issue an Independent Review Record form (Figure 4-2), which will include the information on the request form and the name of the approved reviewer.

4.6.3 Review Records

When the independent review is completed, the reviewer must initial the original Independent Review Record form, indicate the review disposition, and return the form to the project team along with the document and review comments. A disposition of "No Exceptions Noted" (NEN) indicates the reviewer had no comment. A disposition of "Exceptions Noted" (EN) indicates the reviewer had only minor comments. If the first review disposition is NEN or EN, the initials of the reviewer are not required under "Final Approval."

A disposition of "Returned for Corrections" (RFC) indicates the reviewer had significant comments and concerns that must be addressed to the reviewer's satisfaction before the work product is released. If the initial review disposition is RFC, the initials of the reviewer must be shown under "Final Approval" to indicate that all concerns have been resolved to the reviewer's satisfaction.

(Copy of completed Discipline and Project Review Record form must be attached.)

REQUEST FOR INDEPENDENT REVIEW

Project No.: Phase No.: Task No.:	Requested by:	Date:
Client:		
Project: Phase: Task:		
Work Product:		
Project Manager:	Project Engineer:	
Description of Specific Items to be Reviewed:		
Date Scheduled for Review:	Date Scheduled to Complete Review:	

Independent Reviewer(s): (Project manager may list the name of a preferred reviewer. The Quality Assurance Manager will make the final determination of the independent reviewer.)	
Date Entered in Log:	Entered in Log By:

Fig 4-3 Request For Independent Review

After all review comments are resolved, the initialed original form will be sent to the project manager for signature, indicating that the document is ready for release. The project manager will complete the form by indicating the date transmitted to the client and the person transmitting the document. The completed form will be sent to the director of quality assurance for signature.

The director of quality assurance will sign the form and return it to the project manager. The completed original form will be placed in the project file. A copy will be retained by the director of quality assurance for the quality system records.

4.6.4 Review Procedures

The project manager will provide a copy of the work product(s) and all supporting documents, including scope of work, to the independent reviewer, who will thoroughly check the document. The independent reviewer will make comments on the work product or separate review comments sheets. The independent reviewer will return the review comments sheet(s) to the project manager for resolution of comments.

As comments are addressed, the project manager and/or originator(s) will indicate the action taken on the review comments sheet(s). Comments not incorporated will be identified as "not incorporated," and the differences will be resolved with the independent reviewer. When all comments have been addressed, the revised work product and the review comments sheet(s) will be resubmitted to the independent reviewer. This cycle will be repeated until the independent reviewer is satisfied that the work product is ready for issue. Comments or concerns that cannot be resolved by the independent reviewer and project manager will be resolved by the Halcrow Director of Quality Assurance or the Vice President of Quality Control.

The independent reviewer will initial the original Independent Review Record form, indicating that the work product meets review requirements and may be issued.

If a work product is revised after the review is completed, it must be reviewed again; but, only the revisions must be reviewed, unless major changes are made.

Revisions to work products that have been subjected to an independent review do not require another independent review; however, the project engineer, the initial reviewer, or project manager may request a complete review.

4.7 DOCUMENT REVIEW LEVELS

The review levels required for various types of project documents are summarized in Table 4-2 and described in the following subsections.

4.7.1 Project Planning Documents

Most planning documents, such as work plans, schedules, and project procedures, are developed by the project manager and/or the project engineer, or under their direct supervision. Therefore, a discipline review is not required unless the project manager requests it. However, these documents will be subject to both a project and an independent review.

4.7.2 Design Memoranda

Design memoranda represent the efforts of several disciplines and set many design parameters for the project. A thorough review of design memoranda is warranted. The memoranda will receive a discipline review in each discipline that participated in preparing the document, a project review, and an independent review.

4.7.3 Calculations

Because calculations are not routinely issued with a document, errors could go undetected if a detailed quality assurance review is not performed. Because subsequent work is based on these calculations, it is imperative that the calculations be checked. Therefore, a discipline review will be performed concurrently with the development of subsequent documents. This review will include verifying data, examining assumptions and calculation methods, and checking mathematical accuracy. Input data to computer calculations will be reviewed, and the reviewer will verify that the computer program used is accepted by the director of quality assurance, as stated in Subsection 4.9.1. Calculation reviews must be completed before the documents utilizing the calculation results are submitted for review. The independent reviewer may also request to see calculations as part of the independent review. In addition, the project reviewer must check to insure that all

calculations are properly organized, complete, easy to follow, and consistent with the drawings and specifications.

Table 4-2
Review Requirements for Project Deliverables

Document	Discipline Review	Project Review	Independent Review
Project Planning Documents	O	R	R
Design Memoranda	R	R	R
Calculations	R	R	O
Drawings, Specifications & Cost Estimates			
• Preliminary (prior to 60%)	R	R	O
• Final (60% - Bid Docs.	R	R	R
Permit Application		R	
Subcontractor Documents	O	R	O
Shop Drawings	R	R	
As-Built Documents	O	R	
Field Data	O	R	O
Laboratory Data		R	O
Reports			
• Initial	O	R	R
• Final	O	R	O
• Client's Revision		R	
Correspondence	O	R	

Note: R = Required
O = Optional

After all review comments have been resolved, the reviewer will initial and date each page of the calculations in the "checked by" box in the upper right corner of the calculation sheets.

Calculations that are revised after a review has been performed will be clearly marked. Information to be changed will be marked out (not erased), and the revised information will be added. Voided information or pages will be marked "void." The revised calculations will receive the same review as the original calculations, and the person changing the calculations must sign and date them.

4.7.4 Drawings and Specifications

Drawings and specifications, initially issued as preliminary work products to describe the design concept, must provide enough detail to show how the design relates to other parts of the project. Therefore, it is important that these work products conform to the appropriate standards and accurately reflect the originator's intent. In the preliminary stage, they will be subject to discipline reviews. Standard specifications, standard details, or other standard documents that are to become part of the drawings or specifications without revision will be reviewed for applicability. Standard specifications, standard details, or other standard documents that have been revised or have new information will be thoroughly reviewed. Calculations supporting the document will be reviewed and checked to ensure that the information was properly applied.

After the discipline reviews have been completed and the individuals who developed the work product and the reviewer have signed the work product, it will be submitted to the project manager or project engineer for a project review. An independent review will not be required at this time unless requested by the client, the project manager, or the director of quality assurance. Before drawings or specifications are issued as final, they will be subject to all appropriate discipline and project reviews. They will also receive an independent review, and after all the reviews are completed, they will be stamped with the appropriate seal and signed, if required.

4.7.5 Consultant and Subcontractor Documents

When consultants or subcontractors perform work for Halcrow, the client views their performance as part of Halcrow's performance; therefore, it is necessary for Halcrow to review their work.

Documents that consultants or subcontractors prepare for Halcrow will receive a project review and an independent review, if deemed necessary by the project team, to assess their applicability to the project. A Discipline Project Review Record form and an Independent Review Record form, if applicable, will be completed for these reviews. Project management will request assistance from the appropriate department or regional resource manager, as needed, and that department or discipline can perform the project review with the approval of the director of quality assurance. Detailed checks of a consultant's or a subcontractor's work are not required unless the client or the project manager specifically requests them.

When an agreement with a consultant or subcontractor requires that they submit a QA/QC plan, that plan will be submitted to the director of quality assurance or his designee for approval before any contractor documents can be approved.

4.7.6 Shop Drawings

Shop drawing reviews are a form of quality control that Halcrow exercises over manufacturers, vendors, and contractors. Discipline reviews will be performed to determine compliance with specified requirements. Shop drawing submittals with comments will be returned to the originator. When revised copies have been received, the reviewer will check the revised issue against the previous comments to verify that all comments were adequately handled. Copies of the document as submitted and the reviewer's comments will be maintained in the project files until project closeout. The project staff will maintain a status record of approvals to verify that the supplier revises all drawings and returns them for Halcrow review as appropriate. At closeout, only the final shop drawing will be maintained in the project files.

Copies of approved shop drawings will be sent to the client and field personnel responsible for ensuring that only approved materials and equipment are incorporated into the work.

Proprietary designs or a supplier's standard designs, such as pre-engineered building designs, etc. will not be checked in detail unless the project manager or the client specifically requests it.

The project team shall also check shop drawings to insure that they are consistent with the latest set of Contract Documents, and that they incorporate any changes which may not be reflected on the Drawings.

4.7.7 "As-Built" Documents

When field revisions must be incorporated into design documents, they will be subject to project reviews before implementation and approval, just as any other design document revision. At the request of the project manager or the client, the field revisions will be shown on "as-built" drawings after the project has been completed.

4.7.8 Field Data

The project manager will request a site manager to supervise the fieldwork and provide quality control of these activities. The site manager will document quality control activities by keeping field logbooks. The field logbook will be a step-by-step account of field activities and include information necessary to reconstruct site operations. If the project is large enough to warrant the use of weekly summary sheets documenting the past week's activities, these summary sheets will also become part of the permanent site project file. The field logbooks, field data sheets, and weekly summary sheets will be the quality control mechanisms by which all field data-gathering activities are documented and verified.

4.7.9 Laboratory Data

The ultimate responsibility for the quality control of laboratory data rests with the project manager. The laboratory must have a quality assurance plan of its own, which Halcrow will review for adequacy before contracting its services.

All reports from a laboratory will be reviewed to verify that the data are consistent with project requirements, the laboratory has reported the results in proper units, and the data are in compliance with applicable protocol. The project manager will spot-check the data or perform a full validation of all data.

4.7.10 Reports

The term "report" means those documents intended to record the results of work or to present conclusions or recommendations based on data collection and evaluation. Examples are feasibility study reports, inspection and evaluation reports, technical memoranda, and letter reports. In relation to quality control, documents such as trip reports and progress reports, although they may be lengthy, are not subject to independent review unless specifically requested by the project manager or the director of quality assurance.

Because a client may accept a report that was issued as a draft, it is important that each issue meet the quality standards that are normally applicable only to final documents. Therefore, reports will be subject to quality control reviews at each issue.

Because conclusions and recommendations presented in a report are based on the evaluation of data collected, a project review will be performed for all reports. Calculations based on data collected will be checked in detail. Conclusions and recommendations will be reviewed to ensure that they reasonably represent the results of evaluations of data collected and agree with appropriate calculations.

Discipline reviews (if requested by the project manager), a project review, and an independent review will be performed on the initial issue. If comments on that issue are received from an outside source, such as the client, and those comments, with no other changes, are incorporated into the document, the report may be reissued without another independent review. A project review will be required in any case. Subsequent issues, incorporating additions to the report or other revisions not resulting directly from comments, will be reviewed in the same manner as the original issue. If comments result in major revisions to a report, another independent review will be performed before reissue.

4.7.11 Correspondence

Normal project correspondence, such as memoranda, telephone memoranda, meeting notes, progress reports, and trip reports, are not subject to formal reviews, although the project manager and project engineer are responsible for their content. All minutes of meetings, with clients, subconsultants, and subcontractors, as well important in-house meetings shall be issued in draft format by the project manager, to all parties for comment, before finalizing, to insure that follow-up action steps are agreed upon by all parties. A project review will be performed on project correspondence. All correspondence with conclusions or recommendations will require a discipline review.

4.7.12 Abstracts, Technical Papers, Articles, and Speeches

All Halcrow employees are encouraged to prepare and present technical papers, articles, and speeches in areas of technical competence as a means of projecting the firm's professional qualifications. In doing so, all abstracts, technical papers, articles, and speeches shall be reviewed and approved by the Halcrow director of quality assurance before submittal or release. Authors must submit a copy of the document to the regional resource manager for review and approval. The regional resource manager will forward those documents meeting regional approval to the director of quality assurance. The director of quality assurance will review each document for conformance with company policy, appropriateness of intended audience, and applicability. Participation in panel sessions, conferences, or similar activities will also be cleared through the regional resource manager and the Halcrow director of quality assurance.

4.8 DISPOSITION OF REVIEW RECORDS

All internal review comments on Halcrow documents and Halcrow's comments on consultant and subcontractor documents will be discarded after each issue of the document has been submitted. All quality control records and client or agency review comments will be retained in the permanent project records.

4.9 HALCROW STANDARDS

HALCROW standards include computer programs, standard practices, technical policies and procedures, and standard specifications. Because these are usually developed for general use throughout the company rather than for a specific project, a project review is not applicable. The quality control review processes for these are described in the following sections.

4.9.1 Computer Programs

All computer programs will be verified before being released for use. Purchased programs, regardless of their general acceptance by industry or government, will be tested in the same manner as those written by Halcrow staff. Only computer programs provided by the client for use specifically on that client's project are exempt from verification testing.

4.9.2 Standard Practices and Standard Specifications

Standard practices and standard specifications will receive a discipline review and an independent review. A project review will not be required.

After approval, each reviewer will initial the original document rather than a review record form. The initialed original will be sent to the director of quality assurance for approval. The director of quality assurance will add the standard to the list of approved standards and file and retain the original document. No further review of these documents will be required for their subsequent use. Revised design details or specifications will be subject to the same reviews as new documents. Nevertheless, it should be emphasized that all standards should be treated as guidelines, and it is the responsibility of the discipline engineer and project team to review and modify them for applicability to the specific project.

4.9.3 Technical Procedures

Technical procedures will be subject to the same reviews as standard design details and specifications.

5. QUALITY ASSURANCE AUDITS

The director of quality assurance periodically conducts audits and field reviews to verify that quality assurance procedures are being consistently and correctly applied, and that, when correctly applied, they are effective. The following four types of audits and the field review are described in this section.

- Performance audits
- System audits
- Client audits
- Consultant or subcontractor quality assurance activity audits

5.1 PERFORMANCE AUDITS

Performance audits are conducted to determine whether the QA Plan is being consistently and correctly applied. A performance audit may be conducted as a result of client requirements, a request from the project manager, or at the discretion of the director of quality assurance or the Vice President of Quality Control.

The director of quality assurance will determine the extent of the performance audit, which may be conducted at any time during project execution or after project completion.

The audit will consist of a review of QA/QC documents relating to a project or portion of a project by the director of quality assurance or his designee to ensure compliance in the following areas:

- Each work product was checked according to the Halcrow QA Plan or project specific quality assurance plan, whichever is appropriate.
- The person reviewing each work product meets the qualifications for that function.
- All documentation was completed and filed as directed in the QA Plan.
- The necessary approvals were obtained before the work products were released to the client.

At the completion of a performance audit, an audit report will be sent to the Vice President of Quality Control and the appropriate project manager. This report will describe the audit and note discrepancies. If corrective action is warranted, the audit report will request that the project manager submit a corrective action plan.

5.2 SYSTEM AUDITS

A system audit evaluates the effectiveness of Halcrow procedures, including the QA/QC procedures.

Management may initiate system audits at a client's request, if reports of unsatisfactory work are received, if organizational changes indicate a need to reevaluate procedures, or as a routine matter. For example, if performance audits show that procedures are being followed but unsatisfactory work is being issued, a system audit of the QA/QC procedures might be performed. If QA/QC functions identify problems before documents are issued, the procedures used to develop these documents might be audited.

System audits can also be performed to evaluate the QA/QC manpower requirements and time restraints created by QA/QC functions.

The director of quality assurance will define the purpose and scope of system audits for each audit, and then send copies to each project manager and regional resource manager involved. Following the audit, a report stating the results of the audit and recommendations for revising procedures (if warranted) will be sent to the Vice President of Quality Control.

5.3 CLIENT AUDITS

Clients may choose to perform QA/QC audits of work Halcrow performs for them. When a client announces its intention to perform QA/QC audits, the project manager should ascertain when the audits will be performed and what documents the client will review. The project manager will inform the director of quality assurance of the client's requirements and make all necessary information available to the client.

The project manager or a designee will accompany the client during the review of QA/QC documents and prepare a report for the director of quality assurance stating his

observations. He will attach a copy of the client's audit report, if available. The director of quality assurance will prepare a report for the Vice President of Quality Control and will recommend what action (if any) is required to satisfy the client. A copy of this report will be sent to the project manager.

5.4 CONSULTANT OR SUBCONTRACTOR QUALITY ASSURANCE ACTIVITY AUDITS

In some instances, agreements with consultants or subcontractors will require them to submit their QA/QC plans to Halcrow. These agreements may also stipulate that Halcrow may, at its discretion, audit the consultant's or subcontractor's QA/QC activities.

When an audit is to be performed, the project manager will notify the consultant or subcontractor of the audit two (2) weeks before it begins. The project manager will make arrangements and develop procedures for conducting the audit and submit the procedures to the director of quality assurance for approval. The director of quality assurance or his designee will conduct the audit.

6. CORRECTIVE ACTION

The correction of non-conformances discovered by quality assurance activities is the final step in achieving acceptable quality. It is the responsibility of the director of quality assurance to ensure the following actions occur:

- Corrective action plan is in place or is developed
- Appropriate person is notified when non-conformances are discovered
- Corrective action is taken
- Both the non-conformance and corrective action are documented

6.1 QUALITY CONTROL REVIEWS

The review of work products before they are used or issued is a routine quality control function, and the correction of errors or omissions is part of the work's development. When a review has been completed, comments will be returned to the originator of the work, who will incorporate the changes or justify the original work to the reviewer. The revised work will then be reviewed, and the reviewer will sign and date the appropriate review record form.

No record of the corrective action beyond the signing of the review records is required for this corrective action.

6.2 PERFORMANCE AUDITS

Non-conformances discovered as a result of a performance audit will be reported to the project manager. If requested by the director of quality assurance, the project manager will prepare a corrective action plan and submit it to the director of quality assurance for approval. Upon approval, the project manager will implement the plan and notify the director of quality assurance when corrective action is completed. The project manager will submit monthly status reports to the director of quality assurance on the status of the action.

An audit of the corrective measures may be performed at the discretion of the director of quality assurance.

6.3 SYSTEM AUDITS

System audits are performed to evaluate the effectiveness of the company's systems and procedures; therefore, corrective action is a Halcrow responsibility, not a project responsibility.

After preparing the audit report, the director of quality assurance will decide what corrective action is to be taken and designate a system manager to be responsible for the action. The system manager will develop a corrective action plan, including a schedule and manpower requirements, and provide the director of quality assurance with a copy. The system manager, under the direction of the director of quality assurance, will then revise the system or procedure in question.

While revisions are in progress, the system manager will provide monthly status reports to the director of quality assurance. When corrective action is completed and the new system or procedure is in use, the system manager will notify the director of quality assurance. A quality assurance audit of the new system or procedure may be performed at the discretion of the director of quality assurance.

6.4 CLIENT AUDITS

Non-conformances reported by the client as a result of his audit might be either a performance problem or a system problem, and the client must agree to corrective action according to the contract.

The Halcrow project manager usually receives an audit report from a client, which may be in any form, including oral. The project manager will discuss the report with the client and make his own report to accompany the client's report. This report will be sent to the director of quality assurance, who will determine whether any non-conformances noted in the report are performance problems, system problems, or both. The project manager will then request a corrective action plan from the appropriate party, as described in Sections 6.2 and 6.3.

The project manager must approve the corrective action plan before it is presented to the director of quality assurance, regardless of whether the non-conformances are performance problems or system problems. The project manager is responsible for obtaining client acceptance of the plan.

Corrective action taken in response to a client report of a system or procedure problem does not necessarily involve other projects. At the discretion of the director of quality assurance, the corrective action may be used on the client's project only.

If, during a client audit, the client finds errors in project documents that were not detected by Halcrow quality control checks, resolution of the errors may be handled within the project team without a formal corrective action plan or approval from the director of quality assurance. However, the client's report must still be sent to the director of quality assurance, with a letter from the project manager stating that resolution will be a project matter. When corrective action is complete, the project manager will notify the director of quality assurance.

6.5 CONSULTANT OR SUBCONTRACTOR QUALITY ASSURANCE/QUALITY CONTROL ACTIVITY AUDITS

When audits of consultant or subcontractor QA/QC activities reveal non-conformances in performance or procedures, the Halcrow project manager will request a corrective action plan from the consultant or subcontractor. When the project manager receives the plan, he or she will forward it to the director of quality assurance. The project manager will notify the director of quality assurance when the corrective action is completed.

6.6 CORRECTIVE ACTION PLANS

Corrective action plans will be submitted to the director of quality assurance for approval before any action is authorized. The plan must include the following information:

- Date
- Number of audit that prompted corrective action
- Project or program number (if applicable)
- Name of the individual responsible for implementation of the plan
- Expected duration of corrective action
- Manpower budget
- Description of the proposed action

7. REPORTING

A primary feature of effective quality assurance is reporting the results of quality assurance activities. Reports might be prepared by clients, subcontractors, project managers, auditors, or the director of quality assurance. The director of quality assurance accumulates all QA/QC reports and generates summaries for management use.

7.1 AUDIT REPORTS

When a Halcrow staff member performs an audit, that person must prepare an audit report. The report will include the following information:

- Purpose of the audit
- Date audit began and ended
- Name of auditor
- Description and proposed date of issue of documents audited
- Name and department of originator of work
- Description of discrepancies or problems noted
- Auditor's recommendations regarding corrective action
- Project number (if applicable)
- Name of project manager (if applicable)

All QA/QC audits, regardless of origin, will be sent to the director of quality assurance, who will assign a unique audit number to each one and distribute the audit report to the audited group and project manager.

7.2 CORRECTIVE ACTION STATUS REPORT

After a corrective action plan has been approved, the individual responsible for implementing the action will prepare a Corrective Action Status Report on the 15th of each month until the corrective action is completed. At that time, he or she will file a final status report. Each status report will include the following items:

- Date
- Audit number

- Project name and number
- Name of the individual responsible for correction action
- Description of action taken and progress made
- Estimate of percent completed

7.3 SUMMARY OF AUDITS

The director of quality assurance will periodically prepare an audit summary report to the Vice President of Quality Control that lists the quality assurance audits performed since the last report and all audits for which corrective action is pending. The report will include the following items:

- Audit number
- Date of audit report
- Project name and number
- System, procedure, or documents audited
- Reason for audit
- Brief description of audit
- Brief statement of results, including requirements for corrective action

7.4 SUMMARY OF CORRECTIVE ACTION

The director of quality assurance will periodically prepare a corrective action summary report to the Vice President of Quality Control that lists the audits initiated in the previous quarter and the status of corrective action. Each entry will continue to be listed until corrective action is completed. The summary report will include the following information about each corrective action listed:

- Audit number
- Date of audit report
- Brief description of need for correction action
- Date of corrective action plan
- Scheduled corrective action completion date
- Brief description of action completed

8. QUALITY ASSURANCE PLAN CONTROL

Just as it is necessary to control the quality of the work performed for clients with this QA Plan, it is necessary to control the content and use of this manual. Revisions, which will occasionally be necessary, must be controlled. Use of the QA Plan is controlled through the distribution of copies.

8.1 PLAN MAINTENANCE

Revisions to this manual are controlled by the Vice President of Quality Control of Halcrow, who must authorize and approve all revisions.

Project managers, regional resource managers, or other staff members may propose revisions by memorandum to the Halcrow Director of Quality Assurance. The memorandum must define the need for a revision and include a description of the proposed revision. The director of quality assurance will review the proposal and determine the necessity of the change.

When revisions are necessary, the director of quality assurance will make all revisions and assemble a review copy, clearly marking each revision. The date on the footer must be changed whenever the plan is revised. The director of quality assurance will transmit this copy to the Vice President of Quality Control with a memorandum stating the reasons revisions are required and describing the proposed revisions.

After any comments and changes are incorporated into the document, the Vice President of Quality Control will acknowledge his approval of the revised plan and direct the director of quality assurance to distribute the revised pages (or entire plan if necessary) in accordance with the procedures outlined in Section 8.2 below.

8.2 QUALITY ASSURANCE PLAN DISTRIBUTION

The director of quality assurance is responsible for affecting the posting of the QA Plan in each office where it is accessible by all Halcrow staff members. Only the director of quality assurance or his designee shall be authorized to change or delete the QA Plan or other Halcrow quality system documents posted on the intranet. Staff members may print portions of these documents for their immediate use, but such hard copies shall be valid only for the day it was printed, after which the hard copy will

become an uncontrolled copy. Uncontrolled copies of quality system documents may not be used to guide work activities where the use of an outdated document could adversely impact the quality of the project deliverable.

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 7 of the RFP.

1. List the governmental agencies and private institutions for which your firm has provided harbor engineering services during the last five years. (At least 5 years' experience in the field must be demonstrated.)

Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number	Description of Services
2007	Ongoing	Port of Hueneme	333 Ponomo St Port Hueneme, CA 93041	Chris Berkelo	(805) 479-5760	Wharf repairs for damages caused by falling cargo
2007	Ongoing	Los Angeles County Dept. of Public Works	900 S. Freemont Ave. Alhambra, CA 91803	Crystal Munson	(626) 300-2350	On-Call Inspection & maintenance of Marina Del Rey Seawall & cathodic protection system
2004	2005	Port of San Diego	3165 Pacific Hwy. San Diego, CA 92101	Cesar Romero	(619) 686-6298	Condition inspection and design of repairs for the Imperial Beach Fishing Pier
2004	2007	County of Orange	300 N. Flower St. Santa Ana, CA 92703	Susan Brodeur	(714) 834-5486	Under On-Call coastal engineering. Prepared water quality grant applications.
2007	Ongoing	Port of Los Angeles	425 S. Palos Verdes St. San Pedro, CA 90731	Angel Lim	(310) 732-3614	Berth 238-239 evaluation & seismic strengthening
2004	2005	ENVIRON	707 Wilshire Blvd. Los Angeles, CA 90017	Joseph Hower	(213) 943-6849	Infrastructure Design for cold ironing study at the Port of Long Beach
2001	Ongoing	Port of Richmond	1411 Harbor Way South Richmond, CA 94804	Norman Chan	(510) 215-4600	Coastal Engineering studies to determine the cause of wave agitation in marina
2003	2008	Los Angeles County Dept of Beaches & Harbors	13483 Fiji Way Marina Del Rey, CA 90292	Charlotte Miyamoto	(310) 305-9533	On-Call Harbor Engineering Services

** Representative List. Over 30 years of marine engineering experience in North America available upon request. See Key Project details at end of this section.

2. How many full-time workers does your firm employ? 300

3. Attach an organizational chart or describe the organization of your firm: Organization Chart attached.

4. Attach copies of financial statements (balance and income statements) for the last full fiscal year and any partial year through at least December 31, 2002. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements

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5. Credit references. List at least three recent credit or financial references:

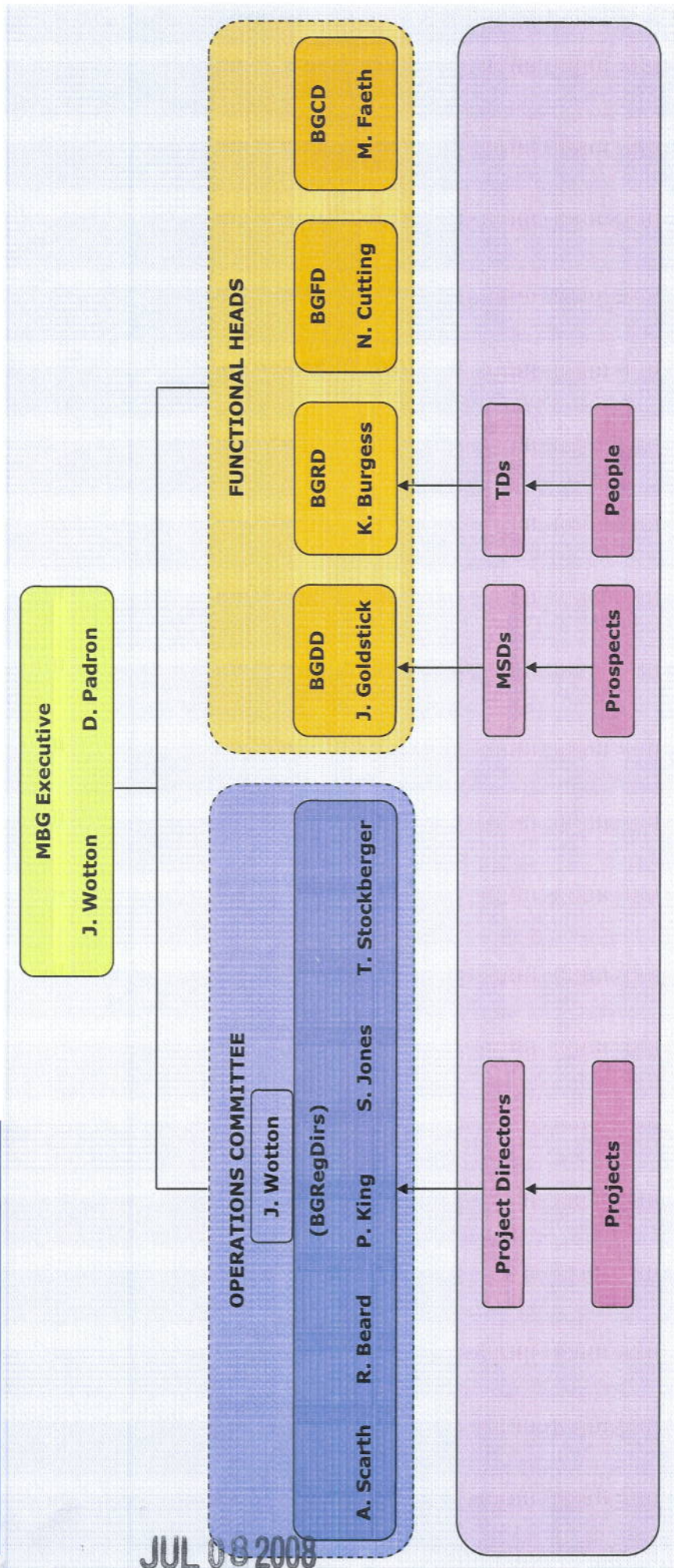
Name	Address	Business relationship	Contact person	Phone number
Ford Graphics	6435 Daisy Ave. Long Beach, CA 90813	Printer	Pat Clooney	(562) 436-9761
Toshiba America	P.O. Box 3083 Cedar Rapids, IA 52406	Copier Leasing & Maintenance	Credit Department	(888) 652-2279
Lindy Office Products	1247 W. Grove Ave. Orange, CA 92865	Office Supplies	Eva Garcia	(714) 921-5600
KKETV Technologies	2301 E. Chapman St., #270 Fullerton, CA 92831	Software Reseller	Terry Anderack	(714) 680-6744

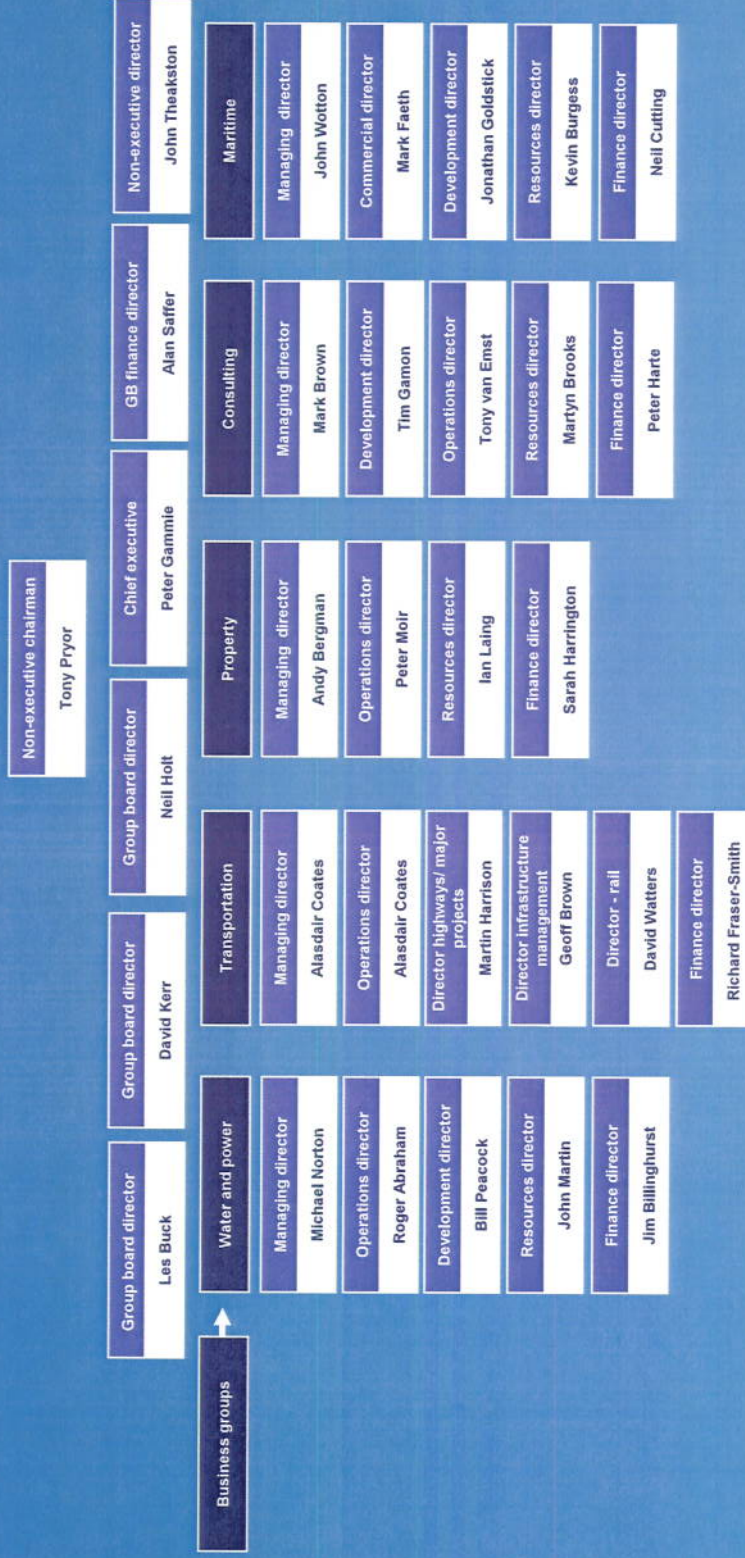
Note: Some of these accounts are still under our former names of: Han-Padron Associates or HPA, Inc.

6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature: 





County of Los Angeles – Community Business Enterprise Program (CBE)

FORM P-6

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Halcrow, Inc.

- ☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.
- ☐ I AM ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 14286301

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>189*</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					5	6
Hispanic/Latino					6	9
Asian or Pacific Islander					21	7
American Indian						
Filipino						
White			17	3	82	33

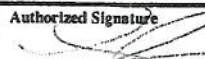
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	Halcrow, Inc. is a wholly owned subsidiary of Halcrow Group Limited. Halcrow Group Limited is privately owned by Halcrow Trust and employees. Race/Ethnic composition for this ownership is not available.					
Women						

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name Nancy Cunningham	Authorized Signature 	Title Office Manager	Date 3/26/08
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*Halcrow, Inc. merged with HPA, Inc. January 2008. Total number of employees reported above is based on HPA, Inc.'s 2007 Employer Information Report. 2008 Employer Information Report will include total number of employees (approximately 300) resulting from the January 2008 merger.

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**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:	Halcrow, Inc.		
Company Address:	6700 E. Pacific Coast Highway, Suite 180		
City:	Long Beach	State:	CA Zip Code: 90803
Telephone Number:	(562) 493-8300		
Solicitation For (Type of Services):	Engineering Consulting		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Nancy Cunningham	Title:	Office Manager
Signature:		Date:	March 26, 2008

CHARITABLE CONTRIBUTIONS CERTIFICATION

Halcrow, Inc.

Company Name

6700 E. Pacific Coast Highway, Suite 180, Long Beach, CA 90803

Address

20-1900891

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

03/26/2008

Date

Nancy Cunningham, Office Manager

Name and Title of Signer (please print)

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
DAVID EVANS AND ASSOCIATES, INC.**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and David Evans and Associates, Inc. (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the engineering services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6 and P-8 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of July 29, 2008 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued March 4, 2008.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the later of July 29, 2008 or the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two

one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration date of the Contract term or optional Contract Year or within 30 days, whichever is earlier, the offer shall be deemed revoked.

1.3.3 Extension to Complete Work Order.

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for harbor engineering services among all Contractors shall not exceed \$200,000. The County may, for non-storm related projects, at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for harbor engineering services may exceed the aforementioned \$200,000 to the extent that a lessee or other third party is obligated to reimburse the County for its harbor engineering expenses.

In addition, for storm related projects, the County may at its discretion expend an amount not to exceed \$2,380,000. These funds are primarily reimbursable from the Federal

Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance Budgets.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$200,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates. Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's employee hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1. There are no other reimbursable expenses under this Contract.

1.4.4 Increase in Maximum Compensation Under Work Order. The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of

each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
DAVID EVANS AND ASSOCIATES, INC.**

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services, and expenses required for the performance of the Contract.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in

the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Maintain CAD Files. The Contractor shall maintain any computer-assisted drafting (CAD) files and other drafting documents prepared for the Department and shall deliver copies of the files and documents to the Department in the desired file format upon the Contract Administrator's request.

2.1.7 Contractor to Make Semi-Monthly Reports. The Contractor shall report to the Contract Administrator on a semi-monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.8 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR). The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 Engineers. Contractor shall provide the professional services of the civil engineers, structural engineers, harbor engineers, and

project managers identified in the Contractor's Proposal.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Provide professional engineering services and consultation as required to support the planning, facilities, and executive staff of the Department of Beaches and Harbors;
- Review development proposals, engineering drawings, and architectural plans and furnish advice on the feasibility and impact of the proposals;
- Review plans and specifications for proposed construction and repair;
- Evaluate plans and designs for proposed County facilities in Marina del Rey and on County-operated beaches;
- Provide construction management services for capital and refurbishment projects in Marina del Rey and on County-operated beaches;
- Review engineering technical documents;
- Prepare design drawings for smaller projects;
- Design co-owned shoreside structures;
- Review and update minimum standards for Marina construction;
- Evaluate and analyze structures built over water;
- Evaluate and analyze all maritime activities such as docking, maneuverability and design of docks, floats, and gangways;
- Review navigation and boating circulation within Marina del Rey and recommend changes;
- Review proposals, plans, and specifications for harbor dredging;
- Estimate costs and prepare construction budgets;
- Evaluate dock repairs, modifications, and improvements by lessees;
- Review proposals, plans, and specifications for beach sand replenishment;
- Review proposals, plans, and specifications for construction or repair of beach infrastructure, including revetments, groins, jetties, piers, and the like;
- Provide professional support as required for Departmental presentations to Beach Commission, Small Craft Harbor Commission, Design Control Board, Regional Planning Commission, Los Angeles County Board of Supervisors, California Coastal Commission, and other bodies;
- Upon reasonable notice, appear at such times and places as County may require to provide consulting services;
- Provide a structural engineering inspection of waterside improvements in Marina del Rey when directed by the CA;
- Provide a structural engineering inspection and an inspection report with respect to any possible structural deficiency of landside and waterside improvements;

- Perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the engineering profession and engineering specialty.

2.4.5 Contractor to Maintain Professional Registration. The Contractor shall maintain his or her California civil engineer registration throughout the term of the Contract and any extension period and shall inform the Department in writing immediately upon the

suspension, revocation, lapse, or other loss of professional registration. Such suspension, revocation, lapse, or other loss of professional registration shall be deemed a material breach of the Contract and shall be grounds for termination of the Contract pursuant to Section 3.16.

2.4.6 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

2.4.7.2 Drawings shall appear clean, well-executed, and professionally prepared.

2.4.7.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.5 Hourly services shall be accurately reported.

2.4.7.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
DAVID EVANS AND ASSOCIATES, INC.**

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance

coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements.

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by

the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract

without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a

prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of

the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the

County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-8, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.33.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the

Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

3.33.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.33.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 If the Contractor has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.33.9 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the

federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

3.36.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.36.2 Written Employee Jury Service Program.

3.36.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.36.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by

the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.36.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.37 SAFELY SURRENDERED BABY LAW.

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The

fact sheet is set forth in Exhibit 3 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all

such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year first written above.

David Evans and Associates, Inc.

By Jeff K Rupp 6/17/08
Jeffrey K. Rupp, Vice President

By Lisa Henstridge 6/17/08
LISA HENSTRIDGE, SR. ASSOCIATE
By Gloria B. Bente
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sachi A. Hamai
Deputy

By Sachi A. Hamai
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Raymond G. Fortner, Jr.
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23

JUL 08 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76632

Name: David Evans and Associates, Inc.

Address: 4200 Concours

Suite 200

Ontario, CA 91764

Phone: 909.481.5750

Fax: 909.481.5757

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide civil engineering consultation and services in connection with property located within the Marina del Rey Small Craft Harbor and on County-operated beaches on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

Job Title:

Hourly Rate:

See Attached Rate Schedule

Dollars (\$)

Dollars (\$)

Dollars (\$ _____)

Dollars (\$ _____)

The proposal is subject to the following additional conditions:

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture
☐ limited liability company ☐ other: _____

State of organization: Oregon Principal place of business: CA, OR, WA, AZ, ID, CO, & NY

Authorized agent for service of process in California:

Jeffrey K. Rupp, PE 4200 Concoors, Ste 200 Ontario, CA 909.481.5750

Name _____

Address

Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Jeffrey K Rupp, VP 909.481.5750

Cliff A. Simental, VP 909.481.5750

Name _____

Title

Phone

Name _____

Title

Phone

Dated: April 1, 2008

Proposer's signature:

Jeffrey K Rupp, VP 909.481.5750

Name _____

Title

Phone



DAVID EVANS
AND ASSOCIATES INC.

Schedule of Hourly Billing Rates

Rates Effective through term of contract

Office Staff:

Principal	\$229.00
Project Manager	\$195.00
Professional Engineer	\$179.00
Professional Land Surveyor	\$179.00
Professional Landscape Architect	\$164.00
Professional Architect	\$164.00
Professional Planner	\$164.00
Survey Analyst	\$162.00
Civil Designer	\$156.00
Landscape Designer	\$128.00
Land/Environmental Planner	\$128.00
CADD Designer	\$128.00
CADD Drafter	\$112.00
Clerical	\$89.00

Note: Authorized overtime will be charged at 1.5 times the above rate.

Field Staff:

2-Person Survey Crew	\$279.00
3-Person Survey Crew	\$352.00

Note: Per union agreement, there is a 4-, 6- and 8-hour minimum charge for field survey work.

Billing Rates may be charged at a lower rate. The above rates have been amortized to account for the 4 year contract.



DAVID EVANS
AND ASSOCIATES, INC.

Project Team Organization

Los Angeles County Department of Beaches and Harbors

QA/QC Manager

Richard A. Hart, P.E.

DEA

Project Manager

Jeffrey K. Rupp, P.E.

David Evans and Associates, Inc.
DEA

Coastal Engineering Peer Review

Donald P. Fusilli, P.E.

DEA

Geotechnical

Jalal Vakili, PhD, P.E.
Daniel Chu, G.E.
Carol A. Price, R.G., C.E.G.

Ninyo & Moore (MBE)

Environmental

Ryan Birdseye
Josephine Alido
Mark Saunders

DEA

Civil Engineering

Gabriel Rodriguez, P.E.
D. Robert Bathke, P.E.
Rodrick Giron, P.E.
Greg Miles, E.I.T.

DEA

Landscape Architecture

Kim Rhodes, L.A., 3867
James Brands, L.A., 5318
Almabeth Benitez, L.A. 4985
Jon-Sen Oen, C.I.D.

DEA

Marine Structural/ Coastal Engineers

Robert Dameron, P.E.
Gernot Komar, P.E.
Ben C. Gerwick, Jr.
Ted Trenkwalder, S.E., P.E.
William Cooke, G.E. P.E.

DEA/ Ben Gerwick, Inc

Land and Hydrographic Surveying

Bernard J. McNally, P.L.S.
Jonathan Dasler, P.L.S.
Lisa Henstridge, P.L.S.
Donald P. Fusilli, P.E.

DEA

Boating/Navigation Peer Review

Donald P. Fusilli, P.E.

DEA

Diving Contractor

James Allen
Matthew Peterson
Torrance Parker
Dr. Don Walsh
Tom Sorensen

Parker Diving Services, Inc

Support Disciplines

Ecologists
Biologists
Endangered Species
Wetlands
Watershed Management

KEY PERSONNEL

Similar to every project, each DEA project team is unique and specially formed. With the size of our firm, and the diverse expertise of each individual at DEA, we have the ability to choose a proven task leader for any job to provide the leadership and expertise required. We can designate an experienced team to lead the various technical elements that are required for each particular project. Resumes of key personnel are organized in the order of Project Manager, Jeffrey Rupp, QA/QC Manager – Richard Hart, and Coastal Engineering Peer Review – Donald Fusilli. The rest of the key personnel are listed in alphabetical order.

DEA recognizes that one of our most valuable assets is the people we employ and those on our Team.

Subconsultants

DEA is committed to utilizing experienced subconsultants are part of our team. For this contract we have selected the firms shown below. Further information on each of these firms and the personnel who will be representing them, can be found following this section. These firms are:

- *Ben C. Gerwick, Inc – Marine Structural and Coastal Engineering Experts*
- *Ninyo & Moore – Geotechnical Services*
- *Parker Diving Services, Inc. – Diving Inspection Services*



JEFFREY K. RUPP, P.E.

DEA - Vice President/Professional Engineer

Education

B.S., Civil Engineering, 1982,
California State Polytechnic
University, Pomona

Registration

Professional Civil Engineer,
California (#42868), 1987

Professional Affiliations

California Council of Civil
Engineers and Land
Surveyors

Building Industry Association
Society of American Military
Engineers

Years with DEA

23

Years with Other Firms

4

Publications

"Water Management in a
Desert Park" with Rhodes,
Land and Water, May/June
1993.

"Palm Desert, California - A
Sense of Oasis", *Landscape
Architect and Specifier News*,
March 1993

"New Park is a Jewel in the
Desert", *Public Works*, July
1993

Mr. Rupp is an engineering leader with DEA. His experience includes engineering design and hydrology; as well as construction management, design and analysis for parks, storm drain projects, street, sewer, water, and grading plans, underground utility structures, right-of-way projects, railroad track layout, environmental assessments, surveys and a variety of large multi-discipline projects. Listed below are water resources related projects.

Experience:

Marina Del Rey 16" Waterline, Los Angeles County, California

DEA is currently working with the County of Los Angeles, Department of Public Works Waterworks Department, to provide civil engineering and surveying design services on this waterline project. The project involves replacing an existing 14" water main with a proposed 20,000 lineal feet of new 16" CML&C water main. DEA engineers performed extensive utility research for the new waterline and alignment/ROW analysis adjacent to the City of LA boundary. Initially, DEA provided the County with a complete design survey and aerial base mapping for the entire project site.

Marina Beach Storm Water Quality Project, Marina del Rey, California

Mr. Rupp is currently providing QA/QC and Project oversight for this project in the County of Los Angeles in Marina del Rey. He is responsible for the oversight and the preparation of storm water quality improvements involving an under water circulation system as well as approximately 3,000 linear feet of storm drain improvements to improve water quality at Marina Beach.

East Recreational Lake at Diamond Valley Park, MWD, Los Angeles County, California

Currently, Mr. Rupp is providing project management for the East Recreational Lake at Diamond Valley Park for the Metropolitan Water District (MWD). DEA is providing preliminary design and conceptual site plan for the 84-acre recreational lake and 1-acre swim lagoon in the overall park site of 268 acres. Included in the design will be a picnic area, restrooms, pedestrian paths, walkways, and bicycle paths, rest areas, parking facilities, overnight camping facilities, hiking and equestrian trails, and concession areas. Once the site plan has been developed, the project team will prepare preliminary plans for the 84-acre recreational lake, the 1-acre swim lagoon, a water line from DVL to the east recreational lake, and a report on ground water modeling for the east recreational lake.

Los Angeles County Water Quality Sampling, Los Angeles County, California

Mr. Rupp served as project manager on this water quality sampling project on behalf of the County of Los Angeles. The project involved water run-off sampling at 27 sites where natural creeks and manmade drainage features meet the Pacific Ocean. The County's objectives were to quantify any bacteria and organic loadings to the natural creeks and beaches from storm drains where water quality is considered impaired by the Regional Board and to assess water quality trends where there is no historical



water quality data available. All samples had to be tested by a laboratory within 4-6 hours of their removal. The information collected by staff will help strategize the County's implementation of the current dry weather Santa Monica Bay bacteria total maximum daily load (TMDL) and a TMDL for organics scheduled to be developed in 2007.

Las Virgenes Creek Restoration Studies, Los Angeles County, California

As project manager, Mr. Rupp is working with the Watershed Management Division of the Los Angeles County Department of Public Works on a pilot program that explores a variety of alternatives for restoration of Las Virgenes Creek. The study is being developed as part of the Los Angeles County Urban Stormwater Mitigation Plan. The overriding goal of the study is to examine a range of alternatives intended to enhance water quality while providing for safe flood management practices, as well as to restore native habitat and provide opportunities for recreation along the 3 mile creek corridor. Included in the study is a range of alternatives that consider traditional and non-traditional methods of restoration. Alternatives explore restoration of the entire study area to its natural hydrological and ecological condition as well as a variety of traditional engineered methods for enhancing the creek.

Los Angeles County Headquarters Parking Lot Program Report, Alhambra, California

Mr. Rupp served as project manager on this project which originally began in January 2000 when the Los Angeles Regional Water Quality Control Board approved the Standard Urban Stormwater Mitigation Plan (SUSMP) for Los Angeles County and 85 participating cities within the County. The SUSMP was developed in compliance with the Los Angeles County Urban Runoff and Stormwater National Pollutant Discharge Elimination System (NPDES) Permit and seeks to reduce stormwater pollution from new non-point sources. The SUSMP includes best management practices (BMPs) that must be included into specified categories of new development and redevelopment projects, as well as other recommended BMPs for various projects. The County chose its own headquarters as the site for a Demonstration Project. LACDPW engineers and landscape architects participated in a design charrette that led to alternative solutions in the use of BMPs at the County's parking lot. Subsequently, the County wanted to develop a conceptual site plan for the parking lot and identified a number of design parameters for the Demonstration Project. In realizing the interrelated functions of stormwater drainage with water use, energy use, waste disposal, air pollution, and flood control, the scope of the Demonstration Project has expanded to include all aspects of watershed management. The County hired DEA to build upon the outcome of the design charrette and needs assessment for the development of the Conceptual Site Plan and Program for the Demonstration Project. The Program and Conceptual Site Plan for the Demonstration Project is expected to serve as the basis for a proposed site plan and redesign of the parking lot.



RICHARD A. HART, P.E.

Vice President/Transportation Discipline Leader

Education

B.S., Civil Engineering, 1982,
California State Polytechnic
University, Pomona

Registrations

Professional Civil Engineer,
California (#39595), 1985,

Professional Civil Engineer,
Arizona, Nevada, New Mexico

Professional Affiliations

American Society of Civil
Engineers

American Public Works
Association

Institute of Traffic Engineers
Civil Engineers and Land
Surveyors of California

Years with DEA

4

Years with Other Firms

22

Mr. Hart is a vice president and the transportation discipline leader for the Southern California offices of David Evans and Associates, Inc. He has over 26 years of experience in the design and management of public works projects including 11 years working for the County of Orange in the roads, flood control and harbors beaches and parks departments. Mr. Hart is a California registered civil engineer.

Experience:

Dana Point Harbor Maintenance Dredging, Dana Point, California

As project engineer, Mr. Hart prepared plans, special provisions, and bid documents for the dredging and disposal of 25,000 c.y. of spoils from within Dana Point Harbor. He coordinated the environmental documentation and applied for and received permits from various regulatory agencies.

Newport Dunes Aquatic Park Maintenance Dredging, Newport Beach, California

As project engineer, Mr. Hart prepared the plans, special provisions and bid documents for the dredging and disposal of 180,000 c.y. of spoils from within the Newport Dunes Aquatic Park and Marina. He designed dredging plans for the marina slips and the recreational swimming area as part of the overall plan to upgrade and improve the site. Coordination with the local harbor district and Coast Guard were necessary to assure the proper completion of the project.

Sunset Harbor Maintenance Dredging, Huntington Beach, California

As project engineer, Mr. Hart prepared the plans, special provisions and bid documents for the dredging and disposal of 120,000 c.y. of spoils from within the Sunset Harbor Marina Facility. He was responsible for the design of the dredging plans for the removal of sediment load at the outlet of the Bolsa Chica Channel.

Orange County Harbor Patrol Bulkhead Replacement, Newport Beach, California

Mr. Hart served as project engineer for the replacement of approximately 150 feet of failed steel sheet pile bulkhead. He analyzed the existing sheet piling to determine the failure mode and specified an appropriate replacement. He also obtained an emergency regulatory agency approval for the completion of the project.

Alameda Corridor Trench Design-Build Project, Los Angeles, California

As principal in charge, Mr. Hart was responsible for overseeing the staff performance and management of the budget for this design joint-venture project. The project included over 40 grade separations and an innovative retaining wall structure.

Henry Ford Railroad Grade Separation, Los Angeles, California

Mr. Hart served as project manager for the design of 2 miles of grade separated railroad within the Port of Los Angeles and Port of Long Beach. The project involved a raised existing railroad track over the Port of Long Beach Pier A access and entrance and three major railroad bridge structures, including two, 300-foot-span steel truss bridges carrying two lines of heavy freight rail.



Imperial Highway Bicycle Bridge over the Santa Ana River, Anaheim, California

Mr. Hart served as project manager and lead design engineer on this project which involved the preparation of plans and specifications for the construction of a four-span steel truss bridge. The project was designed and constructed to serve as a link in the County of Orange's Master Plan of Bikeways for the Santa Ana River off-road bike trail system.

Hamilton-Victoria Bridge over the Santa Ana River, Huntington Beach, California

As project manager, Mr. Hart was responsible for overseeing and administering the preparation of plans and special provisions for the design to widen, extend and rehabilitate the existing Hamilton/Victoria Bridge over the Santa Ana River. The design involved the approach and signal work; removal of one-half of the structure and replacing it with a wider structure; seismic retrofitting; and coordination with the cities of Costa Mesa and Huntington Beach, and the US Army Corps of Engineers.

Edinger Avenue Bridge Repair at Sunset Harbor; Huntington Beach, California

As project manager and lead designer, Mr. Hart was responsible for the repair of a damaged end span of the Edinger Bridge crossing the Bolsa Chica Channel into Huntington Harbor. Severe winter storms flowed into the channel causing the bridge approach to become saturated, and caused excessive loading on the existing timber bulkhead which served as the bridge's abutment. Immediate repair of the structure was needed as the bridge served as access to the Sunset Harbor Marina where approximately 100 people made their residence. Design loads were in accordance with AASHTO Bridge Design Specifications.

Capistrano Beach Storm Drain; Capistrano Beach, California

Mr. Hart was project engineer for the preparation of plans and special provisions for the construction of a 96-inch reinforced concrete pipe storm drain system. The new facility was tied to the existing 8-foot arch culvert under the San Diego Freeway. Extensive hydrology and hydraulic analysis of the drainage area was required to accurately predict the engineering requirements.



DONALD P. FUSILLI, P.E.

Chief Executive Officer – David Evans Marine Sciences, Inc.

Education

B.S.C.E., Civil Engineering,
1973, Villanova University
J.D., Law, 1979, Duquesne
University School of Law
A.M.P., 1993, Advanced
Management, Harvard
Business School

Registration

Professional Engineer, 1979

Professional Associations

Board of Directors for RTI
International Metals, Inc.
Board of Directors for Sterling
Construction Company, Inc.
Board of Directors for Merrick
Engineering Company
Advisory Council for the
Villanova University School of
Engineering
ABA/PBA
NSPE/PSPE/ESWP/SAME
Senior Executive Group
Design Professional Council for
ACEC

Years with DEMSI

Less than 1 (2007)

Years with other Firms

34

Mr. Fusilli, Jr., P.E., J.D., is the CEO of David Evans Marine Sciences, Inc. (DEMSI), one of the premier service providers in the world of underwater mapping and analysis. He has more than 25 years' experience in executive-level management of A/E firms, and more than 30 years' experience as a professional engineer.

Prior to joining DEMSI, Mr. Fusilli was the president and CEO of Michael Baker Corporation. During his 33-year tenure with Michael Baker, he also served as Chief Operating Officer, President of Baker Energy, and Executive Vice President and General Counsel.

Experience:

September 2006 to December 2007 – Principal of The Telum Group, LLP

Mr. Fusilli provided executive level strategic planning, organizational management and business development services to A/E and Energy firms. The focus was on improving the clients' financial, operational and market position.

April 2001 to September 2006 – President and Chief Executive Officer for the Michael Baker Corporation, the 34th ENR ranked E/C/O firm.

Mr. Fusilli established a growth and profit strategy focusing on three markets; transportation, energy and US federal. His leadership allowed for internal growth from approximately \$300mm to approximately \$600mm gross revenue and stock price rose from \$5.00 per share to over \$22.00 per share. He emphasized pursuing large and complex programs/projects that leveraged Baker's consulting, design, construction management, and operations and maintenance services. He also developed a primary customers base consisting of state DOTs, USDOD, USDHS, Major/Independent Oil and Gas companies and local agencies.

April 2000 to April 2001 – Chief Operating Officer, Michael Baker Corporation

Mr. Fusilli restructured the organization to a two market-driven framework focusing on the civil infrastructure engineering (Transportation, Facilities, Water/Wastewater, Environmental, GIS/GIT, and Pipelines) and Energy (Operations and Maintenance of offshore and onshore Oil and Gas facilities both domestic and international).

February 1995 to April 2000 – President of Baker Energy, an operating subsidiary of the Michael Baker Corporation

Mr. Fusilli focused on the oil and gas market offshore and onshore operations and maintenance services. He established a primary clients base of the majors and large independents companies and grew the gross revenue to over \$100 mm. He also, oriented the US Domestic arm to the shelf and deepwater E&P facilities with expansion to the onshore oil and gas production fields. He opened offices in Venezuela, Thailand, Algeria as well as expanding existing services in West Africa and Middle East. In addition, Mr. Fusilli, also developed the primary strategy of providing asset management services that addressed labor, logistics, procurement, regulatory compliance and production.



**April 1984 to February 1995 – Executive Vice President and General Counsel,
Michael Baker Corporation**

Mr. Fusilli provided legal advice to corporate and operations arms of Baker. His primary focus was on contract negotiations, corporate regulatory compliance, M/A negotiations, public stock offerings, employee policy and procedures, risk management, insurance coverage, lawsuits and claims.

June 1980 to April 1984 – Assistant General Counsel, Michael Baker Corp

Mr. Fusilli, assisted General Counsel on dealing with routine contract negotiations and claims management. He was primarily focused on major lawsuit alleging professional negligence in the design and CM services for a multi-million dollar wastewater collection system.

May 1973 to June 1984 – Assistant Engineer, Michael Baker Corp

Mr. Fusilli provided infrastructure civil design services to local and state agencies. He also provided consulting services to several local governmental agencies.



JOSEPHINE ALIDO, AICP

Environmental Planner

Education

Master of Urban and
Regional Planning, 1988,
University of Southern
California

B.S., Architecture, 1983,
University of the
Philippines

Certification

American Institute of
Certified Planners (AICP)

Professional Affiliation

American Planning
Association (APA)

Years with DEA

15

Years with Other Firms

4

Ms. Alido is an environmental project manager with over 19 years of experience in public policy and environmental planning. She has been responsible for the preparation of environmental documents in compliance with NEPA and CEQA, including Initial Studies, Environmental Assessments, and Environmental Impact Reports for private developments and public policy documents. She has also been involved in the update of general plans, housing elements, and land use elements, as well as in the preparation of zoning ordinances. In addition, she has prepared zoning/general plan consistency analyses, water management plans, parking studies, and public participation plans.

Experience:

Los Angeles Regional Forensic Science Crime Laboratory, Los Angeles, California

Ms. Alido provided quality control for the Mitigated Negative Declaration and Initial Study for the Los Angeles Regional Forensic Science Crime Laboratory Project, which is a joint project between the Los Angeles County Sheriff's Department, the city of Los Angeles Police Department, and California State University, Los Angeles. She then managed the preparation of an Addendum for the Mitigated Negative Declaration when State funding for the project required a change in the Lead Agency from the County of Los Angeles to the State of California Office of Criminal Justice Planning.

Biscailuz Regional Training Center, Los Angeles County, California

Ms. Alido prepared an Initial Study and Mitigated Negative Declaration that evaluated and identified the potential environmental impacts that may result from the proposed Eugene C. Biscailuz Regional Training Center, which was proposed at 1060 North Eastern Avenue in the East Los Angeles community of the County of Los Angeles. Proposed improvements included interior and exterior rehabilitation and renovation to the closed Biscailuz Recovery Center for reuse as a training academy and relocation site for the County's Special Enforcement Bureau (SEB) and Professional Development Bureau (PDB).

La Crescenta Library IS and EA, County of Los Angeles, California

Ms. Alido completed the combined Initial Study and Environmental Assessment that was prepared for this project to comply with both CEQA and NEPA. The proposed library would replace the existing library located at 4521 La Crescenta Avenue in the unincorporated community of La Crescenta in the County of Los Angeles. The project would be located in part on the same site, with four adjacent parcels (occupied by an automotive repair facility, and a former used automobile sales lot) acquired to accommodate the larger facility. The proposed project would replace the existing uses on-site with an approximately 14,000 square-foot modern library facility. Issues addressed in the environmental documents included air quality, hazardous materials noise and traffic and circulation.



Mission City Parkway Bridge and Associated Facilities EIR, San Diego, California

Ms. Alido assisted in the preparation of the EIR for a Mission City Parkway Bridge, Extension of I Street, realignment and widening of Camino del Rio North and the NFL Experience. She specifically worked on the analysis of the realignment and widening of Camino del Rio North and the discussion and analysis of hazards and hazardous materials associated with existing groundwater and soil contamination in the project area.

Palmdale Sheriff's Station and Fire Station Initial Study, Palmdale, California

Ms. Alido prepared the environmental documentation for the proposed Palmdale Sheriff's Station. The new station would replace an existing station operating out of leased space in the downtown area of Palmdale. The environmental review involved the analysis of traffic, noise, air quality, cultural resources, and visual quality impacts associated with the proposed structures and communications antenna.

Cove Oasis/Lake Cahuilla Trail Environmental Assessment, La Quinta, California

Ms. Alido prepares the EA for the proposed Cove Oasis/Lake Cahuilla Trail, which was proposed by the City of La Quinta as a fully developed trailhead facility, with a complete set of amenities for users of the existing trails that lead into the Santa Rosa Mountains. As part of the design of the Cove Oasis/Lake Cahuilla Trail project, Ms. Alido prepared the Initial Study and Environmental Assessment for the project. Since the project an action anticipated in the La Quinta General Plan, the Environmental Assessment was formatted as an Addendum to Master EIR for the City's General Plan Update. The Environmental Assessment analyzed the potential impacts of the proposed trailhead on all issue areas and determined that there would be no significant adverse impacts from the project or any other impacts which have not been addressed by the Master EIR.

Sewer Master Plan Update Initial Study, Fontana, California

Ms. Alido completed the Initial Study for the City's Sewer Master Plan Update, including improvements to the existing sewer system serving the City. The proposed update re-evaluates the sewer service needs of the City and identifies the needed sewer system infrastructure and facilities to meet the demand for sewer services, as now expected in undeveloped and underdeveloped areas of the City, in accordance with the Fontana General Plan. The Sewer Master Plan also estimates the sewer connection fee needed to fund these improvements. Impacts addressed included traffic and circulation, noise, air quality, and public services, along with potential impacts associated with sewer line crossings at drainage channels, railroad tracks, and freeways.



D. ROBERT BATHKE, P.E.

Associate, Professional Civil Engineer

Education

A.S., Architectural Drafting,
1981, Mt. San Antonio
College

B.S., Civil Engineering,
1985, Northern Arizona
University

Registration

Professional Civil Engineer,
California (#48138), 1991

Years with DEA

18

Years with Other Firms

5

Mr. Bathke is an associate and civil engineer at DEA with over 23 years of various engineering experience. His responsibilities include project management, project engineering, and design for street improvements, infrastructure improvements, and storm drain improvements for public works, residential, and commercial projects. For the past 12 years, Mr. Bathke has also been responsible for leading the quality control and quality assurance efforts of the Southern California offices.

Experience:

Marina Del Rey Waterline, Los Angeles County, California

Mr. Bathke served as project engineer, providing design services for this project that involved a proposed 16" water main for the Marina Del Rey area. DEA worked with the County of Los Angeles, Department of Public Works Waterworks Department, to provide civil engineering and surveying design services on this waterline project. The project involved replacing an existing 14" water main with a proposed 20,000 lineal feet of new 16" CML&C water main. DEA engineers performed extensive utility research for the new waterline and alignment/ROW analysis adjacent to the City of L.A. boundary. Initially, DEA provided the County with a complete design survey and aerial base mapping for the entire project site.

Chandler Boulevard Bikeway, Burbank and Los Angeles, California

On behalf of the cities of Burbank and Los Angeles, Mr. Bathke served as project manager on this project. He was responsible for engineering design, surveying services, and landscape architectural services for this trail project which linked the Burbank RITC to the Metro Red Line Station in Los Angeles. The trail was designed to accommodate vehicular, bicycle, and pedestrian elements along the Chandler Boulevard Corridor. DEA worked with both cities for the development and approval of the project. DEA refined the preliminary design information previously developed for the Burbank portion of the trail and gained consensus for elements proposed in the Los Angeles portion. DEA developed design alternatives for the median in Burbank and also several design alternatives for Los Angeles. Elements were designed for both Class I and Class II bikeways. Mr. Bathke also generated a preliminary cost estimate for each of the alternative developed.

Robert Ovrom Park, Burbank, California

As lead civil engineer, Mr. Bathke is currently working on a mixed use site in the City of Burbank that includes a community center and urban park. The community center will also serve as a center for continuing education and is a major part of this site development. This small urban space and the many uses it must provide is the site's greatest design challenge. DEA Engineers are designing a parking garage under the building making it possible to provide more uses for the park site. The park will include a basketball court, play areas, picnic shelters, picnic tables, open turf area, restroom building and an informal, passive, garden area.



Freedom Park, Palm Desert, California

Mr. Bathke is leading civil engineering efforts for this 34-acre sports park from conceptual drawings through construction drawings and into construction realization. The park offers two softball fields, three basketball courts, two volleyball courts, a staging or entertainment plaza with interactive water feature, concessions and restroom building, a dog park, picnic shelters and BBQ areas, office building and daycare facility, two play areas and walking path. The overall theme of the park is one of patriotism, honoring various figures and events of American history that have made an impact on the freedom we appreciate in this country. The walking path will service several memorial stations detailing these historical figures or events. These stations will be a collaborative effort between DEA, the City of Palm Desert and local artists. The park site must also serve as a detention basin during periods of high rainfall so some of the ball fields will be designed within these basins.

Glendora Market Place Street Improvements, Glendora, California

As project manager, Mr. Bathke is providing PS&E to the city of Glendora to convert a private 4-lane roadway to a 4-lane public street. The project includes demolition; street improvements consisting of pavement and base re-construction, curb and gutter, sidewalk, and driveway construction, catch basin and storm drain reconstruction; survey; utility relocation and reconstruction; pavement delineation and signing; traffic control, planting and irrigation.

South San Fernando Boulevard, Burbank, California

Mr. Bathke is serving as project engineer on this project responsible for providing conceptual and design development services for the improvement of South San Fernando Boulevard. This commercial corridor will be upgraded to include streetscape enhancements such as street trees, benches, decorative hardscape, ornamental lighting, medians and traffic calming measures. Three distinctly different designs were presented for review and consideration by the community. New, high density residential development is also under consideration by the community redevelopment agency and therefore, mixed uses will require the careful consideration of the entire design team.

Santa Clara River Trail, Phase II, Santa Clarita, California

Mr. Bathke served as assistant project manager for Phase II of the Santa Clara River trail project in the city of Santa Clarita. The trail serves as a multi-modal recreation trail for commuter bicycle, pedestrian and equestrian use. This project was a vital link in the Santa Clara River trail system that links the city of Santa Clarita with the Pacific Ocean in Ventura.

Santa Clara River Trail, Phase III, Santa Clarita, California

Mr. Bathke served as project manager for Phase III of the Santa Clara River trail project. He provided conceptual design, which included two alternate studies involving route alignment for an undercrossing at Bouquet Canyon Road and a route over an existing sanitation district outfall facility. Mr. Bathke prepared final construction documents, which included trail plan and profile, grading, drainage, hydraulic analysis, and concrete structural calculations.





DAVID EVANS
AND ASSOCIATES INC.

ALMABETH BENITEZ, L.A.

Landscape Architect

Education

Bachelor in Landscape
Architecture, 1997,
University of Nevada, Las
Vegas

Registrations

Registered Landscape
Architect, California (#4985),
2004

Certified Irrigation Auditor,
1997

Years with DEA

4

Years with Other Firms

11

Publication

"Southern Nevada
Xeriscapes" Southern
Nevada Water Authority,
artwork 1999

Ms. Benitez has experience in urban design, streetscape and park projects, and other related public work improvement projects. For the past 11 years, she has been coordinating with public agencies and various other disciplines involved in the design process. She has experience in community-based design with community advisory groups, regulatory agencies, and other mixed audiences, in which she has organized consensus-building activities. She has performed several duties ranging from the conceptual design to design development, through completion of construction documents. Her experience also includes bid assistance and construction observation.

Experience:

Mission Boulevard Revitalization Project, Riverside County, California

Currently, Ms. Benitez is providing support services for the completion of construction documents, technical specifications, and finalizing a bid schedule and engineer's estimate. The project site is about a 3-mile stretch of downtown revitalization and street improvements. It includes improving a four-lane roadway, a landscaped medina, new curbs and sidewalks, street trees in the parkways, traffic calming devices, site furnishings and bus shelters. Ms. Benitez has been in regular contact with the Riverside Transit Agency to ensure proper design and placement of the bus shelters and benches.

On-Call Landscape Architecture Contract, Port of Los Angeles, California

As project manager, Ms. Benitez provided conceptual and final design services in addition to community outreach efforts, programming, and bid assistance on several projects while performing work under DEA's On-Call Contract. These projects included: the Alameda Street Beautification, Terminal Way Phases I and II, design development planning for the TraPac facility, planning and design for up to 40 sites for the Million Trees Initiative, and Community Outreach for the Million / Thousand Trees Initiative. DEA's team worked with Port staff in Engineering, Architecture, and Maintenance to identify potential projects and assist where necessary as an 'extension' to staff when needed. Prior to DEA's current contract, we prepared improvement plans for the Gibson Slopes which included slope stabilization, evaluation of soil structure, and irrigation plans to support the Port's planting efforts.

Landscape and Lighting District Landscape Renovation, Palm Desert, California

As part of DEA landscape architects design team, Ms. Benitez assisted in the production effort of completing construction documents for the landscaped common area of 12 residential communities. The main objective was to remove plantings that were unsuitable for the conditions of the Coachella Valley, and replace them with drought tolerant and climate specific species. Ms. Benitez was also involved in preparing plans for the retrofit of all irrigation systems, converting spray irrigation to a more water efficient drip system.



Ruben Ayala Park, Chino, California

Ms. Benitez is assisting with the conceptual and final design services for Ruben Ayala Park in Chino. The park will feature four tennis courts, four basketball half courts, and nine soccer fields. Additionally, a synthetic turf field for soccer and football will be provided; boasting covered stadium seating for over 300 spectators. Colorful tile mosaics and water misters are just some of the amenities proposed for incorporation into the 68 acre park development. A 100' diameter circular play area, with an adjacent brick seat wall, is custom designed, with areas for children ages 2-5, and a separate area for ages 5-12. The children's play area is located between two picnic shelters, accommodating groups of up to 40 guests.

Veteran's Park, Pomona, California

Ms. Benitez was responsible for the completion of the construction document drawings and assisting in the preparation of the cost estimate and specifications. Veteran's Park will be a 12- acre sports complex, with children's play area, and a restroom and concession building. The park will include 4 synthetic lighted soccer fields. Ms. Benitez attended three presentations, from different synthetic turf manufacturers to determine the best product for the City.

El Camino Real Park Renovation- Orange, California

The El Camino Real Project is currently being finalized for completion of plans, specifications and estimates. Ms. Benitez's role has been assistance in project administration and preparation of construction plans. Her obligations include attendance at regularly scheduled meetings, site visits, and coordination of sub consultants. She has also been involved in the coordination and implementation of the local governing agency's requirements. The project scope of work includes softball field renovation, addition of a batting cage and bullpens, shaded dugouts, new picnic areas and benches. Existing buildings will be restored to meet current building codes, and two new buildings will be added to the site.



RYAN J. BIRDSEYE

Environmental Discipline Leader

Education

B.S., Geography, 1987,
University of Oregon
Eugene, Oregon

M.S. Urban Planning, 1991
University of Oregon,
Eugene, Oregon

LEAD San Diego, Graduate,
Class of 2004

Professional Affiliations:

Association of
Environmental
Professionals

Toastmasters International
– Advanced Toastmaster
Gold Certification, Club
Officer

Years with DEA

4

Years with Other Firms

15

Mr. Birdseye has over 19 years of environmental planning experience working with both public and private sector clients. He is proficient in environmental review and document preparation in compliance with NEPA and CEQA, project management, resources management, public presentations, and agency coordination. Mr. Birdseye has wide-ranging experience in the preparation of Environmental Impact Reports (EIRs), Negative Declarations, Environmental Impact Statements (EISs), and Air Quality and Noise Quality Technical Reports. Added to his wealth of experience, is his ability to work directly with public interest groups to discern and evaluate potential public concerns.

Experience:

Primafuel Biodiesel Manufacturing Facility, Port of Sacramento, California

DEA is currently providing services in support of the construction and operation of a 20 million gallon per year biodiesel manufacturing facility and bulk liquid storage terminal on a 12-acre site at the Port of Sacramento. Ryan Birdseye is leading the entitlement element of the project and is preparing the CEQA documentation that the City of West Sacramento will use to complete the CEQA review portion of the project. Key issues include hazardous materials, geology/soils, air quality, and water quality.

Confidential Applicant: Port of Stockton, California

Mr. Birdseye is preparing an Initial Study for the Port of Stockton evaluating environmental impacts associated with construction and operation of a 20 and 60 million gallons per year biodiesel facility. Mr. Birdseye oversaw preparation of a biological resources study, a Phase I environmental assessment and a geotechnical study and is directing preparation of the Initial Study for the project. Key issues include hazardous materials, air quality, public safety, water quality and geology/soils.

Crimson Renewable Energy Biodiesel Manufacturing Facility, Port of Stockton, California

Mr. Birdseye is leading the preparation of an Initial Study to evaluate environmental impacts associated with construction and operation of a 60 million gallon per year biodiesel manufacturing facility. The project site is approximately 11 acres in size and will accommodate a processing building, a bulk liquid tank farm and various processing tanks; containment areas, fire suppression systems, truck/rail loading/offloading racks, and bulk liquid pipelines between Berths 10/11 and 12/13 and the tank farm. Key issues included air quality, hazardous materials, and hydrology/water quality.

Redwood City Costco Wholesale Project, Redwood City, California

Mr. Birdseye managed preparation of an EIR for the proposed expansion of the Costco Wholesale warehouse located in Redwood City. The Redwood City Costco Wholesale project involves the demolition of an existing Costco Wholesale store with 121,400 square feet of retail warehouse building and the construction of a new 148,663 square foot retail warehouse structure. The proposal would create an additional 27,267 square feet of building floor area.

Milliken & Greystone Industrial Center EIR, Ontario, California

Mr. Birdseye served as project manager for preparation of a CEQA EIR to evaluate impacts associated with construction and operation of a 122,000-square-foot warehouse facility on a 10-acre site in the City of Ontario.

Warehouse Relocation EIR, Port of Los Angeles, Los Angeles California

Mr. Birdseye served as principal-in-charge for an EIR evaluating environmental impacts associated with relocation of an existing warehousing facility at the Port of Los Angeles.

Santa Ana River Regional Riding and Hiking Trail, CEQA Review and Permitting, Orange County, California

Under an on-call contract with the Orange County Resources & Development Management Department (RDMD), Mr. Birdseye served as principal in charge overseeing preparation of the California Environmental Quality Act (CEQA) documents and permit applications for the proposed construction of a new trail and ancillary facilities along segments of the Santa Ana River.

California High Speed Rail Authority Phase I CEQA Review, Los Angeles to San Diego Corridor, California

Mr. Birdseye served as project manager for the Phase 1 environmental review element of the alternatives analysis for the proposed high-speed rail corridor between Los Angeles' Union Station and downtown San Diego.

Vasco Road Realignment CEQA Compliance, Alameda County, California

Mr. Birdseye served as project manager for preparation of CEQA compliance documents for the realignment of a 1.4-mile segment of Vasco Road in Alameda County near the City of Livermore, California.

Sunnymead Boulevard Revitalization Project, Moreno Valley, California

Mr. Birdseye is overseeing the environmental clearance through Caltrans and FHWA for the proposed improvements on Sunnymead Boulevard. Project components will include an entry "arch" which spans the entry to Sunnymead Boulevard, medians, enhanced concrete pavement and cross walk, site furnishings and seating areas, a banner program, and new landscaping. DEA is providing survey, design, landscaping and environmental services to the City, with Mr. Birdseye responsible for the environmental documentation and clearance.

Irvine Avenue Widening CDP/Bristol Street Sidewalk PES, Orange County California

Under an on-call contract with the Orange County RDMD, Mr. Birdseye served as principal in charge overseeing preparation the California Coastal Commission – Coastal Development Permit for the Irvine Avenue Road Widening project. The project proposes the widening of Irvine Avenue from just south of Mesa Drive to S.E. Bristol Street. This task order was amended to include preparation of the Preliminary Environmental Study (PES) form in accordance with Caltrans requirements for construction of a new sidewalk and drainage improvements along the south side of SE Bristol Street. Mr. Birdseye worked directly with RDMD staff to complete and revise the PES per Caltrans comments.

ROBERT A. DAMERON, P.E.

Vice President/Principal Engineer

Education

M.B.A., Management and Finance, 1994, San Diego State University

M.S., Civil Engineering, 1982, University of California, Berkeley

B.S., Civil Engineering, 1980, University of California, Davis

Registrations

Professional Civil Engineer, California (#C38038), 1984

Professional Civil Engineer, New York (#075932), 1998

Professional Affiliations

American Society of Civil Engineers

ASCE - ACI Committee 447, "Finite Element Analysis of Reinforced Concrete"

Years with DEA

6

Years with Other Firms

22

Mr. Dameron is a vice president with DEA. Mr. Dameron is also DEA's San Diego Office Manager as well as the lead engineer for DEA's structural and bridge engineering group located in San Diego. Mr. Dameron's 28 years of experience span the fields of advanced structural analysis and design, and project and office management. He has particular expertise in earthquake engineering, and has led earthquake structural analysis for many of the major bridges in California. These efforts have led to significant contributions to the Caltrans bridge structural analysis and seismic evaluation state-of-the-art and to many of Caltrans projects, including the San Diego-Coronado Bay Bridge, and six of the Bay Area toll bridges.

Mr. Dameron received an M.S. in Civil Engineering at U.C. Berkeley, and a B.S. in Civil Engineering from the University of California, Davis, 1980, where he graduated first in his class and received the Civil Engineering Departmental Citation. Mr. Dameron has received letters of commendation for his work on the analysis of reactor containments from EPRI and Sandia National Laboratories, including receipt of the 1995 Sandia President's Quality Award for analysis work of Concrete Containments.

From 1992 to 2002, Mr. Dameron served as a Principal and the CFO of the San Diego based engineering consultant ANATECH Corp., and then he joined DEA. He has managed many large and complex projects, and in the last three years, has doubled the size of DEA's San Diego office.

Experience

San Diego-Coronado Bay Bridge Seismic Vulnerability Assessment, San Diego, California

Mr. Dameron was the Project Manager and Lead Structural Analyst for this half-million dollar study, including the management of eight subconsultants. This project led to the Seismic Retrofit Analysis and Design, on which Mr. Dameron served as lead for structural analysis. The analysis and design work extended from 1994 to 1999, and retrofit construction (of approximately \$110 million) was completed in 2002.

Vandenberg Air Force Base SLC-3E Facilities, Vandenberg, California

As part of upgrades to accommodate the Atlas 5 program, DEA designed support systems for the acoustic suppression water system (ASWS) and the fixed launch platform (FLP). Analysis and design check of the flame trench and umbilical tower foundation was also required. Mr. Dameron was the Engineer of Record for the FLP supports and the ASWS, and was the Project Manager for DEA's work.

North Torrey Pines Bridge Seismic Evaluation, City of Del Mar, California

Mr. Dameron's DEA team provided special structural engineering expertise and consultation to the primary consultant, Simon Won Engineering, and the City of Del Mar regarding the North Torrey Pines Bridge. The North Torrey Pines Bridge was built in 1923-33 and the structure is of historical interest and importance to the community. The objective of the project is twofold: to seismically strengthen the existing bridge

while retaining its unique character, and to investigate alternatives in saving and retrofitting the bridge, should that option prove too costly. Because of the intense public interest, it was critically important for the engineering team to develop a good collaborative relationship with the City; to facilitate reaching the best possible design solution.

Oregon's Bridge Assessment Program, Oregon Department of Transportation, Statewide

Mr. Dameron was a member of the DEA team responsible for inspection of more than 130 cracked reinforced concrete deck girder bridges on the state system and assessment for repair or replacement. DEA developed baseline engineering reports to document bridge condition, deficiencies, feasible solutions, cost estimates, traffic staging, and construction schedule. Mr. Dameron assisted the team in developing assessment and reporting methodologies, assessing bridges for rehabilitation vs. replacement, and developing engineering baseline reports.

Structural Evaluation of the 405-55 HOV Connector Overcrossing and Curved Girder Cracking/Spalling, Orange County, California

DEA performed forensic assessment of damage to the 2,466-foot-long HOV connector. During tendon stressing, the tendons on the horizontal curve caused concrete cracking and spalling in several locations. Mr. Dameron was the supervising engineer for the investigative work performed for Orange County Transportation Authority.

I-5 Over the South Umpqua River (Shady) Pedestrian Bridge, Roseburg, Oregon

This project involved design of a pedestrian structure suspended below a new four-span, post-tensioned box girder system bridge over the South Umpqua River. Mr. Dameron was the supervising engineer for the wind and moving load studies.

Tacoma Narrows Bridge Tower Analysis, Tacoma, Washington

Mr. Dameron was the project manager for a detailed nonlinear analysis of the tower legs for the new Tacoma Narrows suspension bridge in order to verify the hollow leg's plastic hinge length and overall capacity and ductility. Local nonlinear FE modeling for the analysis included detailed representation of concrete and individual rebars. Concrete cracking and crushing and rebar yielding were simulated. Parsons Transportation Group (the prime consultant) performed the NTHA.



JONATHAN L. DASLER, P.E., P.L.S.

Vice President/Director of Marine Services

Education

B.S., Civil Engineering, 1984,
University of Portland

Registration

Professional Civil Engineer,
Oregon, 1987

Professional Land Surveyor,
California (L6507), 1990,
Oregon, 1990

Certification

A.C.S.M. Certified Inshore
Hydrographer, 1989

Training

CARIS Hydrographic
Information Processing
System and Sonar Image
Processing System Training
Course
Hydrographic Surveying for
Nautical Charting Short
Course

Awards

Department of the Army
Commander's Award For
Public Service for sonar
mapping and ordnance
detection and removal

Professional Affiliations

NOAA's Hydrographic
Services Review Panel,
member
The Hydrographic Society of
America
Marine Technology Society,
member
ACSM Hydrographer
Certification Board

Years with DEA:

19

Years with Other Firms:

14

Mr. Dasler is DEA's director of marine services, a professional land surveyor, professional engineer, and an ACSM certified hydrographer. His experience includes 24 years of project management for hydrographic and land surveying contracts with the U. S. Army Corps of Engineers (USACE), National Oceanic and Atmospheric Administration (NOAA), Department of the Interior (DOI), Department of Defense (DoD), port authorities, municipalities, and private sector firms. He has managed numerous land, hydrographic and geophysical survey projects and authored technical papers and reports. Mr. Dasler is a board member of the American Congress on Surveying and Mapping (ACSM) Hydrographer Certification Board and a past board member of The Hydrographic Society of America. He has been selected by the U.S. Department of Commerce to serve on a federal advisory committee for NOAA's Hydrographic Services Review Panel, which advises the Under Secretary for Oceans and Atmosphere and Administrator of NOAA on matters related to the nation's hydrographic services and navigation safety information needs. In addition, he was selected by the U.S. Department of the Interior to participate on a survey protocol evaluation panel to review hydrographic survey methodology for studies in the Grand Canyon by the Grand Canyon Monitoring and Research Center.

Experience:

California Charting Surveys, for NOAA, California Coast

Mr. Dasler was the principal-in-charge and lead hydrographer for a two-year, western-regional contract with NOAA to update nautical charts along the California Coast. Using the latest technology for sonar data acquisition and processing, complete bottom coverage surveys were conducted over assigned survey areas. Coverage consisted of 100% coverage with a high-resolution multibeam sonar and 200% coverage with a side scan sonar. Surveys were compared to existing nautical charts, and detailed reports were provided to document every aspect of the survey, data processing, mapping, and quality control procedures. Surveys included large portions of San Francisco Bay, the offshore approaches to Los Angeles, Long Beach, El Segundo and Port Hueneme. Mr. Dasler currently manages a 5-year contract with NOAA for hydrographic services. Projects include mapping of 200 square nautical miles of Chesapeake Bay and hurricane debris mapping in Alabama and Louisiana.

Pine Flat Dam Hydrographic and Geophysical Survey, for the US Army Corps of Engineers San Francisco District, Kings River, Fresno, California

Mr. Dasler served as project manager for this investigation to evaluate a submarine slide on the upstream left abutment at Pine Flat Dam. The goal of the investigation was to collect precise bathymetric data to compute the volume of the slide material, conduct a geophysical survey to evaluate the size of material contained in the slide and conduct a Remote Operated Vehicle (RPV) video inspection of the slide debris and stop log rails.



Stilling Basin Inspection Surveys for the US Army Corps of Engineers, Columbia River, Oregon

Mr. Dasler manages regular high-precision multibeam surveys for the Portland District of the U.S. Army Corps of Engineers at dams maintained by the District. The surveys collected high-resolution bathymetric data suitable to produce detailed contour drawings, 3-D perspective plots and difference images to monitor the integrity of the stilling basin, pier noses, baffle blocks, end and erosion holes. DEA hydrographers use a Reson SeaBat 8101 multibeam sonar with an integrated inertial and GPS positioning and motion reference system for detailed swath mapping of the stilling basins.

Current and Water Level Monitoring Modernization, for NOAA/NOS/Center for Operational Oceanographic Products and Services, Alaska

Mr. Dasler provided project management and was the principal-in-charge for this contract to modernize current and water level monitoring capability in Alaskan waters. The project involved deployment and recovery of acoustic doppler current profilers on bottom-mounted moorings and installation and maintenance of water level monitoring stations as part of the tsunami warning system and the National Water Level Observation Network.

High Resolution Multibeam Bathymetric Survey, for the Idaho Power Company, Idaho

Mr. Dasler is the trusted advisor for the Idaho Power Company Fisheries Division for bathymetric mapping. Projects have included the first ever mapping of Hells Canyon on the Snake River with a multibeam and side scan sonar, mapping of Oxbow and Brownlee Reservoirs and large reaches of the middle Snake River. The survey results are presented in an integrated Geographical Information System and used to support studies related to FERC relicensing and a variety of Idaho Power Company fisheries projects.

Lower Willamette Sediment Transport Study, Willamette River, Oregon

The Lower Willamette River / Portland Harbor was listed as a Superfund site in 2000. As an initial step in the process, high-resolution multibeam surveys were conducted every 4 to 6 months from 2001 through 2006 throughout a 16-mile stretch of the river. The objective of the surveys was to provide detailed information on a 1-meter grid of the riverbed morphology in the study area to be used as a base for studies and track sediment transport. Mr. Dasler was the project manager and lead hydrographer for this project. It required drafting a detailed work plan of data acquisition techniques to present to EPA and coordination of a geodetic control survey to establish a control network to support the use of RTK GPS to control the survey horizontally and vertically. Mr. Dasler worked with DEA GIS analysts to present the change in the river morphology by implementation of a color difference image which clearly depicted shoaling or erosion between the periodic surveys at a 0.25 foot resolution.



RODERICK R. GIRON, P.E.

Professional Engineer

Education

Bachelor of Science in Civil
Engineering, 1998, California
State Polytechnic University,
Pomona

Registration

Professional Civil Engineer,
California (#68513)

Professional Affiliation

American Society of Civil
Engineers

Years with DEA

2

Years with Other Firms

7

Mr. Giron is a land development project manager with DEA. His experience includes more than 9 years in both residential and commercial development projects. The Inland Empire area of Southern California has been his regional emphasis throughout his career. He is experienced in the design of grading, street, sewer, water and storm drain plans. He also has experience in the entitlement and tentative map process of development. He has experience in a variety of computer software programs including AutoCAD, Land Desktop, AES, Flowmaster, CivilD, WPSGN, and the Microsoft Suite.

Experience:

Mission Village Senior Apartments, Riverside County, California

Mr. Giron is the engineering project manager for this 100 unit apartment project. He is responsible for providing the civil engineering documents for the entitlement phase of the project as well as meetings with the client, project team, and county staff. This preliminary engineering phase of the project includes grading and drainage, utilities, hydrology and hydraulics analysis, and a water quality plan. Upon entitlement approval, Mr. Giron will be responsible for overseeing the engineering efforts during the final engineering phase of the project.

Sierra Crossroads Commercial Center Phase II, Fontana, California

This project is the second phase of a 20-acre commercial/retail site for Empire Commercial and Real Estate, LLC. As the project manager, Mr. Giron is responsible for being the main contact person to the client and to the respective agencies. He was responsible for managing the preliminary engineering efforts during the entitlement process. He is currently managing a team during the final engineering design phase of the project. The final engineering phase includes the design of the precise grade, sewer, domestic water, fire water, and storm drain improvement plans and the preparation of the SWPPP and SWQMP reports. Upon construction document approval and issuance of permits, Mr. Giron will be responsible for leading the engineering efforts during the construction administration phase of the project.

Pardee Homes, Banning, California

As part of this 5,500 lot subdivision project, Mr. Giron was responsible for supervising the design of approximately 5,500 l.f. of roadway widening for the Highland Springs Road. He also supervised the design and preparation of the mass grading plan for the project site.

Parkview Meadows, Riverside County, California

On behalf of Lennar Communities, Mr. Giron was responsible for assisting in the supervision of the design for the rough grade, street, sewer, water and storm drain plans. He also led the quality assurance and quality control efforts for the improvement plans on this 330 lot subdivision project. He was also responsible for attending project meetings with the client and agencies to discuss project issues.



Sierra Crossroads Commercial Center Phase I, Fontana, California

This project consisted of a 20-acre commercial/retail site for Empire Commercial and Real Estate, LLC. As the project engineer, Mr. Giron was responsible for being the main contact person for the civil engineering team. He was responsible for attending meetings with the client, architect, contractor, and/or agencies. He supervised the design of the precise grade, sewer, domestic water, fire water, and storm drain improvement plans. Also, he assisted in the preparation of the SWPPP and SWQMP reports. He was responsible for addressing contractor's request for information (RFI) and assisted in resolving construction issues.

Sycamore Hills II, Fontana, California

On behalf of Empire Land, Prestige Homes, and K.Hovnanian Forecast Homes, Mr. Giron was responsible for being the main contact person on the civil engineering team. On this 400 unit subdivision, he supervised the design and preparation of the precise grading plans, designed and prepared rough grade, street, sewer, and water improvement plans, and was responsible for the precise grade design of a 10 acre park component of the project.

Chapman Heights, Yucaipa, California

This project consisted of a 2000-lot hillside subdivision which was developed by Communities Southwest. Mr. Giron served as a project engineer and was responsible for determining budget and schedule for outsource design and drafting staff. He was also responsible for determining project design controls for in-tract residential improvements and he designed infrastructure and in-tract street, sewer, water, recycled water, and storm drain improvements. He was also responsible for

Rancho Summit I, Rancho Cucamonga, California

On this 300-lot hillside subdivision project by Lennar Homes, Mr. Giron analyzed the hydrology and hydraulics and was responsible for preparing the report for the project. Also, he was responsible for designing 4000 L.F. of storm drain system to mitigate drainage through the project.

Oak Valley Greens, Beaumont, California

On this 1,500-lot subdivision by St. Claire Company, LLC, Mr. Giron assisted in the preparation of tentative tract maps. He also assisted in the analysis and preparation of a master plan of drainage report and designed 6,000 L.F. of infrastructure storm drain improvements utilizing RCFC&WCD methods and standards. He analyzed and prepared hydrology and hydraulics reports for the in-tract developments. He also designed the widening of Oak Valley Parkway utilizing Caltrans superelevation design criteria and Riverside County transportation standards. He also designed in-tract rough grade, street, sewer, water, and storm drain improvements and assisted in the rough grade design of a 20-acre park component of the project.



LISA M. HENSTRIDGE, P.L.S.

Survey Discipline Leader

Education

Bachelor of Science,
Surveying Engineering,
California State University,
Fresno, 1991

Undergraduate Studies,
Applied Mathematics,
California State University,
Long Beach, 1988

Registration

Professional Land Surveyor,
California (7177), 1995

Professional Affiliations

Women in Transportation
Seminars (WTS) – member

California Land Surveyor's
Association - member

Years with DEA

3

Years with Other Firms

16

Ms. Henstridge is a survey discipline leader for DEA. She is also a project manager, project surveyor, and geodesist with DEA. As a specialist in geodesy, GPS and survey data management, her responsibilities include network adjustments; field to finish data management utilizing various CAD platforms; analysis of survey data; preparation of land title descriptions and exhibits; right-of-way engineering; and the preparation of maps, title documents, reports, and project exhibits. Ms. Henstridge is also responsible for proposal preparation, managing staff resources, coordination, budget and schedule management, and quality control.

Experience:

County of Los Angeles, Department of Public Works, On-Call Right-of-Way Services, Los Angeles County, California

Ms. Henstridge is serving as project manager in charge of right-of-way services including boundary surveys and analysis, legal descriptions, and field surveys.

Survey, Mapping, and Related Services Contract, Metropolitan Water District, Los Angeles, California

Ms. Henstridge served as project manager for a multi-year on-call survey contract to provide GPS and conventional control surveys for MWD's pipeline system. Her responsibilities included providing GPS control surveys, conventional traverses, and project reporting for tasks throughout Southern California.

Caltrans District 7, Contract 07A2207, On-Call Technical Surveys and Right of Way Engineering Services, Los Angeles, California

Ms. Henstridge is serving as a task leader for this on-call contract for Caltrans District 7. This contract involves providing land surveying services on various projects in the Los Angeles County areas. Some of the services being performed on this contract consist of horizontal and vertical corridor control, topographic mapping, records of survey, and staff augmentation. These projects are being performed to Caltrans standards.

Caltrans District 8, Contract 08A1288, On-Call Right-of-Way Engineering and Surveying Services, San Bernardino County, California

Ms. Henstridge is serving as a task leader for this on-call contract for Caltrans District 8. This contract involves providing land surveying services on various projects in the San Bernardino County areas. A variety of surveying services are being performed on the SR330, I-15, I-215, SR60, SR18, SR74, SR2, SR79, SR38, SR111, SR40, and the SR71 to name a few. Some of the services being performed on this contract consist of horizontal and vertical corridor control, topographic mapping, records of survey, and staff augmentation. These projects are being performed to Caltrans standards.

FEMA Levee Certification, San Bernardino County, California

Ms. Henstridge is serving as project manager for the certification of numerous county and Corps of Engineer levees through San Bernardino County. The project includes



GPS control surveys, RTK surveys, conventional traverses, and topographic surveys of approximately 50 levees covering over 35 miles throughout San Bernardino County.

I-215 HOV Lanes from Nuevo Road to the I-15, Riverside County, California

As project manager, Ms. Henstridge is overseeing the performance of design level surveys for this 19-mile Project Report and Environmental Document (PR/ED). Survey services include design level aerial mapping, centerline and right of way mapping, and supplemental topographic surveys. DEA is also coordinating with Caltrans to establish horizontal and vertical corridor control for all future construction projects along the project route. The project involves the design of an additional lane in each direction from Nuevo Road in Perris to the I-15 in Murrieta.

I-10 HOV Lanes, Ontario to Redlands, California

Ms. Henstridge is serving as project manager on this project which involved performing design level surveys for this 23 mile Project Report and Environmental Document (PR/ED). Survey services include design level aerial mapping, centerline and right of way mapping, and supplemental topographic surveys. DEA is also coordinating with Caltrans to establish horizontal and vertical corridor control for all future construction projects along the project route. The project involves the design of an HOV lane in each direction from Haven Avenue in Ontario to Ford Street in Redlands.

Hunts Lane, San Bernardino County, California

As survey manager, Ms. Henstridge is providing oversight for the design surveying services on this project which involves the construction of a roadway and railroad track grade separation between UPRR lines and Hunts Lane near Club Center Drive. The services provided by DEA surveyors include aerial photography and topographic mapping, establishing project control and recovery of centerline control of existing streets, preparing right of way base mapping of existing right of way conditions, field survey design services and final right of way maps.

Fontana Roadway Rehabilitation Services, Fontana, California

Ms. Henstridge is serving as task leader on this contract to improve several vital transportation corridors throughout the city of Fontana. As part of this on-call contract, DEA surveyors have performed design surveys, construction surveys, and monument perpetuation services for roadway rehabilitation projects. This contract is ongoing and, due to our successful performance, DEA is already discussing future transportation improvements with the City.

State Route 210 (30), Segment 1-5, 7 & 9-11, San Bernardino County, California

Ms. Henstridge served as task leader for the construction of the SR210 Freeway. The project was divided into eleven segments in San Bernardino County and will connect with the I-210 on the west and the I-215 on the east, providing San Bernardino County with some much needed relief from this traffic inundated area. DEA was selected for three contracts which required providing construction surveying services for the structures and mainline construction of this new freeway.



Gernot Komar, PE, Dipl.-Ing.

Senior Bridge Engineer

Education

B.S., Structural Engineering,
1986, College, Villach, Austria

Dipl.-Ing., Civil Engineering &
Economics, 1994, Technical
University, Graz, Austria

Registration

Professional Civil Engineer,
Austria, 1999

Professional Civil Engineer,
California, 2004

Years with DEA

5

Years with Other Firms

13

Mr. Komar has over 18 years of experience in all phases of design, analysis, and erection of complex bridge structures. This has involved major bridge projects all over the world, requiring in-depth knowledge and understanding of international design codes. He is an expert user of RM-2000 and has been involved in its development and improvement for many years. Prior to joining DEA, Mr. Komar worked with developers of the RM software, TDV (Heinz Pircher und partners) in Graz, Austria.

Experience:

I-5 Pedestrian Bridge over the South Umpqua River, Roseburg, Oregon

Mr. Komar performed the high-end analysis of the suspended deck structure over the South Umpqua River. The pedestrian bridge is 956 feet long and 18 feet wide. The first 690 feet of bridge consists of a reinforced concrete deck suspended from the above southbound freeway structure by steel cables located at 27-foot spacing. The bridge is part of a \$20 million project that includes new northbound and southbound freeway structures over the South Umpqua River and CORR railroad facilities. The Bicycle/Pedestrian bridge analysis included high-order computer modeling and calculations to address wind loading, buffeting effects, and vertical load induced vibrations from pedestrians and from vehicles on structure above.

Marina Pier Retrofit, Malibu, California

The Malibu Pier was in the final stages of a renovation process dating back more than a decade. Phase I of that renovation involved repair and/or replacement of some of the support piles, and Phase II has involved renovation of many of the structures (local businesses, etc.) located on the pier. With the passage of time, and possibly due to a recent episode of strong southerly swell, other piles are now observed to require repair or replacement. Mr. Komar developed the PS&E for this final replacement phase, which included the replacement of 14 defective piles and the repair of 3 piles using fiberglass encapsulation under the building.

Perret Park Pier, Lake Elsinore, California

DEA performed final design for the Perret Park Improvements in Lake Elsinore area of Riverside County, California. Included in the park improvements is a pier type structure that forms an elevated wooden walkway extending into the lake with a gazebo at the end. Mr. Komar developed the PS&E for the 270 feet long pier sub-structure.

Oregon Bridge Assessment Program, State of Oregon DOT

The ODOT Bridge Assessment Program provided preliminary engineering for the replacement and/or repair of over 100 bridge structures throughout the state of Oregon. Mr. Komar was one of the senior bridge engineers who developed the baseline assessment reports for these structures. The assessment of each structure included on site inspections, analysis of structural integrity, preliminary conceptual design, and value engineering of possible retrofit or replacement alternatives.



West Corridor Light Rail Project, Denver, Colorado

DEA was selected by the Denver Regional Transportation District (RTD) to be the prime consultant and provide final design engineering services for the 12.1-mile West Corridor light rail transit line from downtown Denver to Golden, Colorado. The total project cost for West Corridor is estimated to be \$512 million, with DEA's fees currently more than \$13.7 million. Mr. Komar performed an independent design check for the 286-foot long Tied Arch Bridge over 6th Avenue and the 220-foot long Warren Truss Bridge over South Platte River.

Sauvie Island Bridge Replacement, Portland, Oregon

Mr. Komar was the lead analyst for the Sauvie Island Bridge and provided engineering support for the County during the arch erection. The selected 5 span, 1177-foot long replacement bridge features a 365-foot weathering steel tied arch main span. The tied arch and its unique radial cable pattern satisfied the stakeholders' desire for an aesthetically pleasing bridge and solved numerous engineering issues. The shallow depth of the tie girder met vertical clearance requirements over the navigation channel while eliminating a non-standard roadway profile.

Vandenberg Air Force Base SLC-3E Facilities, Vandenberg, California

Mr. Komar designed the structural supports for the fixed launch platform and the ASWS (acoustic suppression water system) as part of structure upgrades necessary for implementation of the Atlas 5 program at the Vandenberg SLC-3E facility.

Del Mar Fairgrounds Horse Arena Roof, Del Mar, California

Served as deputy project manager for this project (estimated at \$10 million construction) to add a 60,000 sf roof to the existing arena. Led the final design, including extensive coordination with sub-consultant to deliver 100% PS&E to the client on time and within budget. Project to be constructed in late 2008.

Sunnymead Boulevard Gateway Overhead Sign, Moreno Valley, California

DEA developed a strategic plan for the revitalization of Sunnymead Boulevard and performed final design for the Street Improvements from Frederick Street to Perris Boulevard. Mr. Komar developed the PS&E for the 95ft long overhead sign structure, which will span the full width. The Gateway Arch will be the signature structure for this improvement project.



BERNARD J. MCINALLY, P.L.S.

Vice President/ Southern California Survey Discipline Leader

Education

Completion of Local 12 Survey Apprenticeship and Party Chief Programs

A.S., Surveying, 1994 Rancho Santiago Community College

Registration

Professional Land Surveyor, California (7629), 2000,

Certified JAC Educator, 1999

Professional Affiliations

California Land Surveyors Association (CLSA)

Women's Transportation Seminar (WTS)

JAC Subcommittee Chair

Years with DEA

16

Years with Other Firms

3

Mr. McNally is a vice president/regional survey discipline leader with DEA's Southern California Region. His experience in the surveying field encompasses more than 19 years. He is very familiar with and has performed topographic, boundary, control, construction, cadastral, utility location, GPS and HDS surveys. He has also served as project manager on right of way engineering projects and has performed surveying tasks to various agency standards.

Experience:

Survey, Mapping, and Related Services Contract, Metropolitan Water District, Los Angeles, California

As project manager, Mr. McNally oversaw the contract with the Metropolitan Water District of Southern California to provide land surveying, mapping and related services throughout Southern California. This 3-year contract involved boundary services, control surveys, construction surveying (including large diameter pipelines and tunnels), potholing, right of way and title mapping, data management and distribution, mapping reviews for compliance with requirements, and various programming and application development techniques.

Caltrans District 8, Contract 08A1288, On Call Land Surveying Services, San Bernardino County, California

Mr. McNally is serving as project manager on this contract. This contract involves providing land surveying services on various projects in the San Bernardino County areas. A variety of surveying services are being performed on the SR330, I-15, I-215, SR60, SR18, SR74, SR2, SR79, SR38, SR111, SR40, and the SR71 to name a few.

National Parks Service, Surveying and Mapping Indefinite Quantity Contract, California, Arizona, Nevada, New Mexico, Oregon, Idaho, and Washington

Mr. McNally served as a task leader on the 5 year contract with the National Park Service to provide a variety of surveying and mapping services. He was very instrumental in the topographic survey and basemap preparation of Manzanar National Historic Site in Independence, California and several projects in Yosemite National Park.

City of Ontario, On Call Surveying Services, Ontario, California

Mr. McNally served as project manager on this contract with the city of Ontario to provide land surveying services. The services provided on this contract consisted of, but are not limited to, monument perpetuation, topographic surveying, control surveys, design surveys, field-to-finish mapping, construction surveys, boundary surveys, GPS surveying, 3D laser scanning, right of way engineering and mapping, title searches, ALTA surveys, and special studies. Task orders under this contract included monumentation perpetuation services for the city of Ontario's resurfacing program. DEA surveyors filed in excess of 100 corner records with the county of San Bernardino for these projects.



City of Moreno Valley Annual Roadway Resurfacing Program, Moreno Valley, California

Mr. McNally is serving as the project manager for this contract to provide monument perpetuation and construction staking surveys to the city of Moreno Valley on their annual roadway resurfacing program. DEA staff is responsible for the research of existing monuments, referencing the found monumentation, and providing pre-construction corner records to the Riverside County Surveyor's office standards. Following construction, DEA is responsible for replacing monuments that have been disturbed or destroyed during the construction. DEA is responsible for re-establishing the monument position with the pre-construction tie notes, set the new monument, and file a post construction corner record with the Riverside County Surveyor's Office.

MWD Aqueduct Protection Structure, San Bernardino County, California

As part of the I-10 Freeway widening project, DEA provided construction surveying services for two protection structures over the existing 12' MWD aqueduct, which runs beneath the I-10 Freeway corridor. The project consisted of the location of the existing MWD aqueducts and the construction staking of the protection structures. It was necessary to extend the existing protective structure due to the widening of the freeway to included two HOV lanes, sound walls, and retaining walls which were constructed on top of the existing aqueduct. Mr. McNally served as project manager.

Hunts Lane, San Bernardino County, California

As project task leader, Mr. McNally was responsible for providing design surveying services on this project which involves the construction of a roadway and railroad track grade separation between UPRR lines and Hunts Lane near Club Center Drive. The services provided by DEA surveyors under Phase I of this project included aerial photography and topographic mapping, establishing project control and recovery of centerline control of existing streets, and preparing right of way base mapping of existing right of way conditions. Additional phases included field survey design services and final right of way maps.

Grove Avenue Grade Separation, Ontario, California

As survey manager, Mr. McNally oversaw the construction surveying services for this grade separation project. DEA field crews provided a variety of services on this project including bridge construction, shoo-fly construction, utility construction, street improvements, parking lot construction, final monumentation and the filing of the required record of survey utilizing Caltrans standards and methodologies. The project provided for the grade separation of Grove Avenue from the Union Pacific Railroad tracks to allow from continuous, uninterrupted vehicular traffic flow.

Palm Desert Civic Center Park, Palm Desert, California

Mr. McNally served as project surveyor on this project and was responsible for providing a topographic survey and construction surveying services for various elements of the 73-acre site.



GREGORY J. MILES, E.I.T.

Project Engineer

Education

B.S., Construction
Engineering, 1986,
California State
Polytechnic University,
Pomona

Certificate of AutoCad
Course, 1990,
MTI College

Registration

Engineer In Training,
California (#116458), 2003

Years with DEA

12 (

Mr. Miles is a project engineer with DEA. His experience includes 18 years of work in engineering and design of street, sewer, water, storm drain improvement and grading plans for private and public facilities; as well as highway projects, underground utility plans, right-of-way alignment, inspections and a variety of multi-discipline projects. In addition, he has three years of experience supervising storm drain and high-rise commercial building construction. As a former employee of (Victor Valley Consulting Engineers and the City of Victorville) Caltrans, Mr. Miles has a vast knowledge of (high desert design) Caltrans standards and methods.

Experience:

Chandler Boulevard Bikeway, Burbank, California

On behalf of the City of Burbank, Mr. Miles served as design engineer on this trail project providing an engineer's estimate, specifications, and quality control review. This project will link the Burbank RITC to the Metro Red Line Station in Los Angeles. The trail is designed to accommodate vehicular, bicycle, and pedestrian elements along the Chandler Boulevard Corridor. DEA has worked with both the cities of Los Angeles and Burbank for the development and approval. DEA is currently refining the design information developed for the Burbank portion of this trail and is in the process of gaining consensus for elements proposed in the Los Angeles portion. Elements were designed for both Class I and Class II bikeways.

Maple Avenue, 23rd Street & Los Angeles Street Improvements, Los Angeles, California

Mr. Miles served as project engineer for improving 3,500 feet of existing streets in the south-east area of Los Angeles. This project included cold planning, removal and replacement of existing AC, curb & gutter, and sidewalk. Maple Avenue, 23rd Street, and Los Angeles Street served as the boundary for a new high school for the Los Angeles Unified School District in the south-central area.

Yucca Park, Los Angeles, California

Mr. Miles provided grading and drainage design for this unique inner-city community center and park project performed for the City of Los Angeles Department of Parks and Recreation. The park included a synthetic turf soccer field, basketball court, picnic area, children's playground, and on-street parking areas.

Santa Clara River Trail, Phase III & IV, Santa Clarita, California

Mr. Miles served as project designer, quality control reviewer, and utility coordinator for Phase III & IV of the Santa Clara River trail project in Santa Clarita, California. The trail serves as a multi-modal recreation trail for commuter bicyclist, pedestrian, and equestrian use. This project is a vital link in the Santa Clara River trail system that will ultimately link Santa Clarita with the Pacific Ocean at Ventura.



JON-SEN OEN, CID

Landscape Irrigation Designer

Education

B.S. Landscape Irrigation
Science, 1998, California
State Polytechnic
University, Pomona.

Professional Affiliations

Irrigation Association
(Certified Commercial
Irrigation Designer)

U.S. Environmental
Protection Agency's
WaterSense program
(Partner)

Years with DEA

3

Years with Other Firms

7

Mr. Oen is a certified commercial landscape irrigation designer (CID) and also a partner with the U.S. Environmental Protection Agency's (EPA's) WaterSense program. For the past 10 years, he has worked on a wide variety of irrigation projects including sports parks, hotels, resorts, residential, and commercial developments. His responsibilities also include preparing irrigation master meter plans for various master planned community developments. Mr. Oen's experience includes the use of AutoCAD in the preparation of landscape irrigation documents.

Experience:

Alameda Street Beautification, Port of Los Angeles, California

Located in the city of Los Angeles, Alameda Street is one of the transportation corridors for the Port of Los Angeles. Since the irrigation systems along the street were often damaged by large transportation trucks, Mr. Oen designed the irrigation system with concrete block applications to protect the irrigation heads along the street. To eliminate water run-off, Mr. Oen designed the irrigation using low precipitation rate rotors. A solar powered irrigation controller was used because there was no electrical power available at the site.

El Camino Real Park, City of Orange, California

The 18.67 acres park consists of 4 (four) lighted softball fields, 2 (two) lighted volleyball courts. As the lead irrigation designer, Mr. Oen designed the irrigation system utilizing smart controller application. The controller will estimate depletion of available plant soil moisture, replenishing water as needed while minimizing excess water use. The estimated water use for the irrigation system is approximately 44.3 acre-foot per year.

Veterans Park Soccer Complex, City of Pomona, California

Working closely with the city of Pomona, Mr. Oen designed the irrigation system for four (4) synthetic turf soccer fields. The irrigation system is design primarily to cool off the synthetic turf during the summer months. Utilizing the coaches switch box with locking device, the irrigation system will operate by pushing the switch button which is connected to the irrigation controller and booster pump.

Kessler Community Park, County of San Bernardino, California

As the lead irrigation designer, and working closely with the County of San Bernardino, Mr. Oen assisted with irrigation for the renovation and expansion of this existing neighborhood park and equestrian center. Placing an emphasis upon both active and passive recreation that may be accessed by a broad spectrum of ages and abilities, the master plan proposes the renovation of little league and soccer fields, equestrian center, tot lot, picnic areas, parking, and accessibility to the community center. The proposed expansion incorporates the adjacent capped landfill to provide new soccer/football fields on synthetic turf, parking, additional tot lots, picnic areas, enhanced trail system and views, as well as an expanded maintenance and concessions facility.



University Community Park Rehabilitation, Irvine, California

San Carlo, San Marco and San Leandro Neighborhood Parks, Irvine, California

The Community / Neighborhood Parks are existing mature parks located within the city of Irvine. Working closely with the City Public Work Department, Mr. Oen successfully achieved the goal to record the existing irrigation improvements and to prepare construction drawings for the rehabilitation of the existing irrigated systems in order to comply with the current City standards. The tasks also include reviewing the existing park plans and field verifying site conditions.

Mance Buchanan Park, City of Oceanside, California

The park consists of 4 (four) full size soccer fields and over 23 acres of turf area, the water usage for the irrigation system was estimated to be over 3 million cubic feet per year. With state-of-the-art irrigation equipment which includes ET gauges, high flow and rain sensing capability, Mr. Oen designed the irrigation system which utilizes central control for accurate application of water and statistics of its flow and volumetric usage.

Mitigation Basin / Vernal Pool, The Cove, KB Homes, San Jacinto, California

The irrigation system for the mitigation basin and vernal pool were designed carefully to avoid contamination due to the excessive water run-off to the vernal pool. Mr. Oen designed the irrigation system with low precipitation rate rotor heads and provided the client with irrigation watering schedules so that the irrigation water run-off is virtually eliminated.

Water Management Services, AVCA, Aliso Viejo, California

The city of Aliso Viejo planned to centralize all of the irrigation controllers within the community. As an irrigation designer, Mr. Oen provided the City with all of the data required, such as flow rate per valve, area served, hydrozone, and slope factor. The data was created in Microsoft Excel format and CAD generated color controller charts. The City maintains over 200 irrigation controllers which cover hundreds of acres of landscaped area.

Northpark, The Irvine Company, Irvine, California.

The irrigation system for this 180-acre master-planned community was designed with reclaimed water and utilizes a central control system for accurate application of water management to reduce water costs. As the lead irrigation designer, Mr. Oen was responsible for coordination with the local water agency, Irvine Ranch Water District, to provide all of the water calculations needed to meet the City's water requirements. Mr. Oen also designed the homeowner's irrigation systems for different builders within the community such as Warmington Homes, Standard Pacific Homes, and Lennar Homes.



KIM S. RHODES, L.A.

Vice President/Landscape Architect

Education

B.S. Landscape Architecture,
1985, California State
Polytechnic University, Pomona

Registration

Registered Landscape
Architect, California, (#3867),
1993

Professional Memberships

American Society of Landscape
Architects

California Parks and Recreation
Society

National Park and Recreation
Association

Years with DEA

22

Years with Other Firms

1

Publications

"Water Management in a Desert
Park" with Rupp, *Land and
Water*, May/June 1993.

"Palm Desert, California - A
Sense of Oasis", *Landscape
Architect and Specifier News*,
March 1993

"New Park is a Jewel in the
Desert", *Public Works*, July 1993
"Palm Desert Civic Center Park
- A Look Back",
Builder/Architect, September,
1999

"Creating a Desert Oasis",
Builder/Architect, August, 2000

Ms. Rhodes is a California registered landscape architect, vice president, and recently served on DEA's Board of Directors. For the past 23 years, Ms. Rhodes has been responsible for landscape architectural design and management on numerous projects, including design and planning for parks, trails, hotels, streetscapes, sports facilities, schools, commercial, residential, and industrial developments. She manages large, multi-disciplinary projects including on-call services contracts for Caltrans District 8, the Port of Los Angeles, county of San Bernardino, and city of Los Angeles.

Experience:

On-Call Landscape Architecture Contract, Port of Los Angeles, California

DEA landscape architects under the direction of Ms. Rhodes provided conceptual and final design services in addition to community outreach efforts, programming, and bid assistance on several projects while performing work under DEA's On-Call Contract. These projects included: the Alameda Street Beautification, Terminal Way Phases I and II, design development planning for the TraPac facility, planning and design for up to 40 sites for the Million Trees Initiative, and Community Outreach for the Million / Thousand Trees Initiative. DEA's team worked with Port staff in Engineering, Architecture, and Maintenance to identify potential projects and assist where necessary as an 'extension' to staff when needed. Prior to DEA's current contract, we prepared improvement plans for the Gibson Slopes which included slope stabilization, evaluation of soil structure, and irrigation plans to support the Port's planting efforts.

West Los Angeles College Fine Arts Building, Culver City, California

Ms. Rhodes provided landscape architectural design services for this three-story, 50,000-square-foot Fine Arts building on the West Los Angeles College Hillside campus. Careful coordination with the architect was imperative when choosing plant material and site furnishings to complement the building. The site included a major pedestrian corridor between the classroom building and the auditorium. This space was lighted with decorative bollards set within a grid pattern in the hardscape. The design was chosen to emphasize the forms of the building and to further delineate the use of vertical accent trees at the theater entrance. A large courtyard was located outside the lab area which provided a nice balance between planting and hardscape. Beyond the courtyard is a sculpture display area with seating and a magnificent view of the City. Irrigation plans were also provided for all on-site improvements in addition to the surrounding hillsides which will be impacted during construction.

Los Angeles River Greenway Project, Los Angeles County, California

Ms. Rhodes provided design expertise on the Los Angeles River Greenway Project in cooperation with the American Society of Landscape Architects and the Trust for Public Land. She and other volunteer landscape architects and planners participated in design charrettes and workshops which created habitats, parks, trails and numerous recreation opportunities along the 51 mile route. Three years ago, the Los Angeles River was named one of the nation's ten most endangered urban rivers. The work of the entire group will help preserve and improve the river for use by generations to come.



Los Angeles County Department of Public Works Demonstration Parking Lot, Alhambra, California

Ms. Rhodes assisted in the landscape architectural efforts on this distinctive project. The County's desire is to develop a project that captures and reuses on site runoff for irrigation purposes. The first $\frac{3}{4}$ " of rainfall will be diverted through an on-site water treatment process which will remove contaminants and recycle water for use on site. Pervious pavement is proposed, as well as porous pavers to direct precipitation into planter areas. Plant materials have been chosen for their ability to tolerate and filter run off water, ease of maintenance, and their ability to provide an attractive appearance. Vegetative swales with native and drought tolerant plants also serve to convey water through the system. Using existing technologies in innovative ways, this project will truly serve as a demonstration for future storm water pollution mitigation projects.

Caltrans District 8, On Call Landscape Architectural Services, San Bernardino and Riverside Counties, California

Ms. Rhodes served as project manager for this \$1.1 million dollar on-call contract with District 8. She coordinated with Caltrans landscape architects on a daily basis to ensure project scheduling, prioritization of tasks, subconsultant deliverables, specification data, cost estimating criteria, design modifications, and invoicing. She was responsible for the dissemination of project specific data and budgeting within the Caltrans WBS structure. She guided the DEA team of landscape architects, designers, specification writers, cost estimators, and Microstation production staff to ensure compliance with the goals of the Task Order and criteria set forth by Caltrans. Ms. Rhodes was responsible for the continual update of project status reports as required by Caltrans contracting division. She was the primary point of contact between all project subconsultants and worked closely with them to ensure compliance with the project criteria.

On-Call Landscape Architectural Services, Diamond Bar, California

Ms. Rhodes is serving as project manager on this on-call contract providing the city of Diamond Bar with landscape architectural services. The services being provided include design of park improvements, streetscapes and trail, in addition to providing plan check services on an "as needed" basis. She is currently leading five separate streetscape projects in addition to the design of a custom picnic shelter and trailhead.

River Park, City of Santa Clarita, California

As the project manager, Ms. Rhodes was responsible for working with Santa Clarita to develop a master plan for a 12-acre park adjacent to the Santa Clara River. The park incorporated native planting areas with trails and equestrian routes, a custom water feature that acts as a filtration system and allows clean water discharge into the river, picnic areas, parking, restrooms and a nature center, and children's play areas. Project tasks included traffic and circulation studies for on- and off-site improvements, preparation of a negative declaration, trail feasibility studies, park design and a cost estimate, and providing documentation for trail easements. Approval of the conceptual plans was to be followed by actual construction plans.



Education

B.S., Civil Engineering,
2001, California
Polytechnic Pomona

Registration

Professional Civil Engineer,
California (#69948), 2006

Years with DEA

7

Years with Other Firms

4

GABRIEL N. RODRIGUEZ, P.E.

Associate/ Professional Civil Engineer

Mr. Rodriguez is an associate of DEA, and the engineering discipline leader for the Riverside office. He has over 11 years of civil engineering experience in both public and private development projects. His experience includes project management, drainage analysis and design, street improvement plans, parking lot design, grading plans, utility plans, site civil design and construction observation.

Experience:

Marina Beach Storm Water Quality Project, Marina del Rey, California

Mr. Rodriguez is currently serving as project manager for this project in the city of Marina del Rey. He is responsible for the oversight and the preparation of storm water quality improvements including approximately 3,000 linear feet of storm drain improvements.

Bryant Street Storm Drain and Street Improvements, Wildomar, California

On behalf of Riverside County EDA, Mr. Rodriguez served as project manager and was responsible for the oversight of the storm drain and street improvement design. The project included 4,400-lf of 30-inch storm drain pipe and 1,100-lf of street improvements. Community involvement was critical in gaining storm drain easement rights from individual home owners.

Palomar Street Improvements, Wildomar, California

Mr. Rodriguez served as project manager for the Palomar Street improvement project. The project consisted of approximately 1,500-lf of half width improvements on Palomar Street including curb and gutter, sidewalk and pavement improvements.

Palomar Street Sewer Improvements, Wildomar, California

Mr. Rodriguez is currently serving and project manager on this project in the Wildomar area of Riverside County. This project includes the design and construction management of 2,000-lf of sewer mainline. This project is nearing plan approval and will be out for bid in the next two months. Upon completion this project will provide approximately 35 residents with sewer service and will eliminate the need for septic systems.

Agate Street Improvement Project, Riverside County, California

On behalf of Riverside County EDA, Mr. Rodriguez served as project manager on this 4,000 lineal foot street improvement project. The project includes street widening, storm drain improvements, and right-of-way acquisitions. Coordination with Jurupa School District and Jurupa Community Services District was critical with regard to right-of-way acquisitions.

Glen Avon Revitalization Area, Riverside, California

On behalf of Riverside County EDA, Mr. Rodriguez is serving as project manager and has been responsible for providing preliminary and final design services for the project. Services provided included street widening and storm drain improvements as well as right of way acquisition required for the widening of Mission Boulevard. The project also includes the design of the new Avon Street extension.

Agua Caliente Spa and Casino Parking Lots, Palm Springs, California

Mr. Rodriguez served as the project engineer for the Spa and Casino overflow parking lots and off-site improvements. Four parking lots were designed and constructed to serve the increasing attendance of the new Agua Caliente Spa and Casino. Street and storm drain improvements to Amado Road and Calle El Segundo were also required as part of the project. Mr. Rodriguez provided coordination with Penta Construction and supervised and participated in the development of street and storm drain improvement plans, precise grading plans and hydrologic and hydraulic analysis.

Marna O'Brien, Heritage, Windsong, and Perret Park Improvements, Wildomar, California

Mr. Rodriguez was involved in the civil engineering and hydrology design on four park improvement projects throughout the rural Wildomar area in the county of Riverside. These existing neighborhood parks, which range in size from 2 acres to 12 acres include: Marna O'Brien Park, Perret Park (adjacent to Lake Elsinore), Heritage Park and Windsong Park. Amenities include ballfields, basketball courts, children's playgrounds, restrooms, parking, boat launch area, picnic areas, walking paths, and signage. Preliminary planning is currently on-going and community workshops will provide valuable input for all final design efforts.

Ruben Ayala Park, Chino, California

Mr. Rodriguez was responsible for overseeing the civil engineering services for Ruben Ayala Park in Chino. These services included the design of rough and precise grading, storm drain, sewer and water facilities. The park will feature four tennis courts, four basketball half courts, and nine soccer fields. Additionally, a synthetic turf field for soccer and football will be provided; boasting covered stadium seating for over 300 spectators. The sixty acre park will utilize a series of bio-swailes that were designed to meet water quality requirements as well as provide an aesthetically pleasing drainage solution.

Riverside County Fair and National Date Festival Fairgrounds Improvements, Indio, California

Serving as project manager, Mr. Rodriguez provided final design services for the improvements to the Riverside County Fair and National Date Festival Fairgrounds. Services included the design of a new parking lot layout as well as preparation of grading and paving improvement plans and signing and striping plans.



Education

Bachelor of
Environmental
Science (Honors 1),
2001, University of
Newcastle, Australia

Affiliations

California Association
of Environmental
Professionals
Society of Wetland
Scientists
American Society of
Agricultural and
Biological Engineers
International Erosion
Control Association

Certificates and Permits

Trained Wetland
Delineator
CDFG Scientific
Collection Permit
SC-009355

Years with DEA

1

Years with Other Firms

8

MARK SAUNDERS

Environmental Scientist / Project Manager

Mr. Saunders has over 9 years natural resource management and planning experience working with both public and private sector clients. He is proficient in environmental review, analysis and document preparation in compliance with NEPA/CEQA, planning project management, public presentation, entitlement permitting, and agency coordination. Mr. Saunders has extensive experience in the development and management of environmental restoration and rehabilitation projects in both estuarine, freshwater, and wetland environments and his well-developed project management skills allow for the effective delivery of projects through development, design, approval, contracting and implementation.

Experience:

Thousand Trails – Soledad Canyon, County of Los Angeles, California

Mr. Saunders is managing the preparation of an Initial Study / Mitigated Negative Declaration for the renewal of a conditional use permit for a recreational vehicle park in the Antelope Valley area of LA County. The project also involves gaining entitlements for the development of a 182 lot low-cost housing village on the project site, requiring detailed traffic, drainage, biological, and archaeological analysis.

Brea Rails-to-Trails Project, City of Brea, California

Mr. Saunders managed the preparation of an Initial Study / Mitigated Negative Declaration for the Brea Rails-to-Trails Master Plan project in the City of Brea. The project involves the construction of a shared bicycle and walking trail along existing right-of-way alignments in central Brea. The Master Plan also proposes the construction of associated elements including landscaping, lighting, parking facilities, and open space areas at selected locations along the route. The Master Plan was certified by Brea City Council in November 2007 and construction planning is now underway.

Cypress Avenue Roadway Improvement, City of Fontana, California

Mr. Saunders is managing the preparation of an Initial Study / Mitigated Negative Declaration for proposed roadway improvements for an approximately 1-mile segment of Cypress Avenue in south Fontana. The project involves widening the existing road pavement to an ultimate right-of-way width of 92 feet, requiring up to 16 feet of acquisition. The project involves detailed biological, noise, air, and land-use compatibility analysis to address CEQA requirements. The project involves working closely with City staff to develop appropriate mitigation for potential project impacts.

Cypress Avenue Roadway Improvement, City of Fontana, California

Mr. Saunders completed a Biological Resource Assessment for an approximately 1-mile segment of Cypress Avenue in south Fontana. The road improvements proposed widening the existing road pavement to an ultimate right-of-way width of 92 feet, requiring up to 16 feet of acquisition. The study analyzed potential impacts to an approximately 11.15-acre project area, including an inventory of existing biological resources, habitat assessment for sensitive or special-status species, tree survey, jurisdictional assessment, and mitigation recommendations.



Citrus Avenue Roadway Improvement, City of Fontana, California

Mr. Saunders completed a supplementary biological assessment for an approximately 1-mile segment of Citrus Avenue in south Fontana. The road improvements proposed widening the existing road pavement to an ultimate right-of-way width of 92 feet, requiring up to 16 feet of acquisition. The Biological Letter Report analyzed the potential impacts of the project on sensitive biological resources in the project area and provided an inventory of existing resources. Additional mitigation measures were developed to mitigate project impacts.

National Trails Highway Roadway Widening, City of Victorville, California

Mr. Saunders is managing the preparation of a draft Initial Study / Mitigated Negative Declaration for this roadway improvement project in western San Bernardino County. The project involves widening a 1.77 mile section of the National Trails Highway, between the Air Expressway and Interstate 15 (I-15), from an existing two lanes to four lanes. The project segment is heavily constrained by existing development and surrounding natural resources, requiring sensitive analysis and detailed environmental review to comply with CEQA.

Tequesquite Arroyo Trunk Sewer Upgrade, City of Riverside, California

Mr. Saunders is managing the preparation of an Initial Study / Mitigated Negative Declaration for the replacement/upgrade of a 3.95-mile section of sewer infrastructure in the north-eastern section of the City of Riverside. The project involves detailed biological and cultural resource investigations and requires sensitive negotiation and coordination with City planning staff and State regulatory agencies for planned actions in an active stream corridor.

Nevada Business Park, City of Redlands, California

Mr. Saunders provided inter-office assistance to streamline entitlement permitting associated with the development of five industrial/commercial buildings with a combined floor area of approximately 287,294 square feet and the construction of a 7 foot flood protection berm along the project boundary with Mission Zanja Creek. The proposed storm drainage plan for the development required an off-site connection to the City's storm drainage channel at Zanja Creek. Permitting requirements included Section 404 approval from the U.S. Army Corps of Engineers, Section 401 Water Quality certification from the Regional Water Quality Control Board, and a Section 1600 streambed alteration agreement with the California Department of Fish and Game. Mr. Saunders also assisted the client with the identification, negotiation, and purchase of suitable off-site mitigation banking credits to offset project impacts in line with agency requirements.



THE DEA TEAM ADVANTAGE & PROJECT APPROACH

THE DEA TEAM ADVANTAGE

At DEA, the meaning of the word "engineering" has developed through years of meeting specific client needs. Our definition means much more than just designing projects, preparing specifications and completing cost estimates. **Engineering allows an idea to become reality and our client's dreams become places where people live, work, and play.** The goal of our engineering effort is to make a significant improvement to human life while carefully preserving the environment. Since we are involved in the design of lasting physical facilities within our communities, we must be sensitive and responsive in our approach to each project, especially when working with invaluable resources such as coastal environments.

For this unique Harbor Engineering project, the DEA Team advantage begins with the formation of an exemplary team of highly skilled professionals ready to join the County ranks seamlessly as a staff extension to the Department of Beaches and Harbors. This **"One-Stop-Shop"** team approach includes a variety of engineering experts ready to take on numerous challenges as they are presented in this dynamic marine environment, ranging from one extreme to the other, including:

- ◆ Structural Design/Analysis of Underwater and/or Over-water Marine Facilities
- ◆ Review/update Standards for Marine Construction
- ◆ Evaluate Plans and Conceptual Designs in Marina Del Rey
- ◆ Provide Construction Management Services for Marine Construction
- ◆ ADA Compliance Study & Design for Marina and Beach Facilities
- ◆ Evaluate Maritime Activities & Design Docks, floats, & Gangways
- ◆ Structural Inspection of Landside/Waterside Improvements in Marina Del Rey
- ◆ Review Navigation and Boating Circulation with Marina Del Rey and Recommend Changes
- ◆ Review Proposals, Plans, Specifications for Harbor Dredging
- ◆ Cost Estimating and Construction Budgets
- ◆ Review Proposals, Plans, and Specifications for Beach Sand Replacement
- ◆ Underwater Diving Inspections
- ◆ Underwater Ship Husbandry & Construction
- ◆ Seismic Retrofit Analysis of Marina and Beach Facilities, including Bridges
- ◆ Site Development Civil Engineering
- ◆ Public Works Engineering & Infrastructure Analysis
- ◆ Hydraulic/Hydrologic Floodplain & Water Quality Studies
- ◆ SUSMP and SWPPP Documentation
- ◆ Transportation Planning and Engineering
- ◆ Traffic and Parking Analysis and Design
- ◆ Environmental Engineering and Planning



- ◆ Biological Assessments and Endangered Species Special Studies
- ◆ Wetlands Restoration, Riparian Habitats and BioEngineering
- ◆ Land and Underwater Hydrographic Surveys
- ◆ Beach Infrastructure Design of Revetments, Groins, Jetties, Piers & Breakwaters
- ◆ Storm, Sewer, Detention, and Surface Runoff Facilities
- ◆ Feasibility Studies
- ◆ Expert Witness Testimony to Support Los Angeles County
- ◆ Professional Presentations/Technical Support to Various Commissions/Agencies Including the Beach Commission, small Craft Harbor commission, Design Control Board, Regional Planning Commission, Los Angeles County Board of Supervisors, California Coastal Commission, and Other bodies.

As you can see, the DEA team is fully equipped to support the County with Harbor Engineering services, whether it may be parking lot rehabilitation and beautification project, an ADA compliance study throughout Marina Del Rey, structural inspection report for underwater marina structures, breakwater design and construction management, hydrographic surveys along the entire coastline or an Environmental Impact Report. DEA is prepared to provide the expertise you need, when you need it. With over 1200 professionals as part of our DEA team advantage, the County can depend on quick responses, unlimited resources, and quick resolutions to any challenge that may arise.

Another part of the DEA team advantage is DEA's vast experience with Los Angeles County on a variety of projects. DEA is very familiar with County standards and processes and personnel, so we will be working for you effectively and efficiently from the kick-off meeting forward. DEA engineers and CAD technicians have been working with the County for over 20 years, so the Department can take advantage of selecting a team who knows the County's standards and methodologies very well.

DEA recently completed the design for the Marina Beach Storm Drain and Water Circulation project through our current on-call contract with the Department of Beaches and Harbors. We take great pride in our County of Los Angeles engineering experience. Our engineers and landscape architects recently prepared plans for the Los Angeles County Headquarter's Parking Lot in Alhambra as a stormwater demonstration project to display as an example of effective water quality mitigation methods and environmentally-friendly landscaping techniques.

In addition, DEA engineers are also completing the design of the Marina Del Rey Master Plan waterline (Phase II and III) which runs approximately 5 miles from the end of Bora Bora Way on the west side to the tie-in near the Coast Guard station on the east side. DEA engineers and environmental planners have been working closely with the Waterworks Division in Marina Del Rey for the past 7 years and coordinating efforts through the Design Control Board, Department of Beaches and Harbors and the Design Division. As a result, DEA engineers are very familiar with the specific design requirements for this particular area and understand that the marina vicinity can provide a sensitive location for any proposed project.

DEA environmental planners have also completed an in-depth Cultural Resources Assessment of the area and analyzed several of the vital site features within the Marina Del Rey vicinity already so our knowledge of the entire marina area is broad, even to the detail of noting a historic Indian burial ground site along Admiralty Way near Mindanao Way. Furthermore, DEA environmental planners have also been providing environmental work for Dan Blocker Beach in coordination with the Department of Beaches and Harbors, so we are intimately familiar with staff, the location and design preferences for the area. In addition, DEA's hydrographic surveying group provided off-shore coastal surveys within the Los Angeles region with our survey boat docked in Marina



Del Rey and Ventura. So, we are very familiar with the area, well prepared for more projects and have the expertise necessary to face the many challenges of this Harbor Engineering project.

The DEA team advantage continues with the majority of our team members based here locally within the Los Angeles region and prepared to work together seamlessly to support the County. The team understands the variety of civil/coastal engineering challenges that may be assigned as part of this project, and we are excited to continue to bring our vast experience to each project under this contract. With hundreds of years of coastal engineering expertise on the team, combined with our knowledge of the County, local marina experience, and broad backbone of professionals, DEA's team is looking forward to continuing to work with your team and take on the next assignment.

PROJECT APPROACH

DEA fully recognizes the County's concerns' for high-quality work, timely performance, and adequate communication when requesting consultant services. Each project conducted by DEA is managed and staffed by a project team carefully assembled to meet the specific needs of each project. Based on the nature and size of the project assignments, members of the team are selected on the basis of their relative experience, expertise, assigned workload, and managerial and technical abilities.

We have again assembled a highly qualified and experienced project team, which we believe will best serve your coastal site-specific needs, from the simple to highly complex tasks. The structure of our proposed project team is straightforward and focuses on the project manager to provide a single point-of-contact for the client. This will provide the effective communication for the project manager as he will program, coordinate, and monitor the effort of the project team and oversee the conformance with your specific requirements as well as the technical accuracy and timely completion of the project. For this contract, as was provided to you over the last 5 years, Mr. Jeffrey K. Rupp, P.E. will be your project manager and point of contract. Mr. Rupp brings more than 23 years engineering experience to this contact and a similar amount of years in working with the County on various projects.

We regard the Los Angeles County Department of Beaches and Harbors as an important client and our aim is to provide exemplary service. Our team has the resources and depth of experienced marine professionals to initiate new tasks with short notice. We can therefore develop scope of work, schedule and cost breakdown within a very short timeframe to perform services required by the County of Los Angeles Department of Beaches and Harbors.

The DEA team has many professionals who provide expert witness testimony, prepare technical presentations and direct public hearings as part of our projects on a regular basis. DEA understands that the Department of Beaches and Harbors may require additional representation before the Design Control Board, Beach and California Coastal Commission and other bodies and we can provide the specific professional and expertise needed to address each unique issue. With our broad professional staff covering almost every field of study, the DEA team is well equipped to provide this necessary support to the County.

With several of the potential scope items emphasizing civil and structural engineering of marine facilities, the DEA Team is ready to support that emphasis. Our approach to facing the complex marine structural challenges for this project is to provide the best structural engineers in the coastal field, **Ben C. Gerwick, Inc.**, to ensure each detail is technically accurate and each issue is addressed.

Whether the subject is ocean floor soils, ADA accessibility of docks, underwater diving inspection, endangered species, bioengineering, wetlands restoration, hydrographic surveying, landscape architecture, storm water quality the DEA team is ready to provide harbor engineering services to your various assignments.



QUALITY CONTROL PLAN

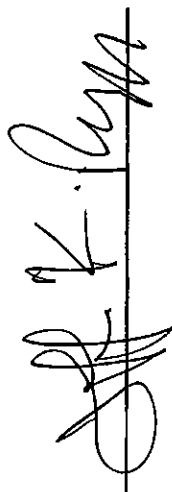
Describe the procedures by which your firm will ensure compliance with the Contract terms and conditions. The plan shall include at a minimum:

- a. Who will review documents prepared by your office?
- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
- d. How will you cover unexpected absences?
- e. If you have a written quality control plan or written procedures for your staff, please attach them.

Additional Information (Attach pages if necessary):

See attached QA/QC Program and Plan

Signature: _____

A handwritten signature in black ink, appearing to read "J. K. Lynn", is written over a horizontal line.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

To provide our clients with strong project scope, budget, and schedule control, DEA has implemented a firm-wide program of Total Quality Management. DEA's management team has committed their support to quality management efforts in each office and within each discipline. The project quality assurance manager, Rob Bathke, P.E., a member of the project team, identifies quality management issues, develops recommendations and implements solutions.

As project manager, Jeffrey K. Rupp, P.E. will be responsible for overseeing that the most appropriate personnel and resources are available to complete work tasks for this project. He will make sure that work products are completed to an established level of quality and that key members of the DEA team meet with the County of Los Angeles, Department of Beaches and Harbors' staff at regular intervals, depending upon the project requirements. At each of these meetings, the team leader will discuss the project's status, raise and resolve technical issues, and review work tasks for the next work period. Our project manager along with our project leaders and engineers will coordinate on the day-to-day responsibility for developing and maintaining project schedules and overseeing that work products are completed on time and on budget.

All final products go through an in-house peer review process that follows a checklist format, considering all aspects of the project, as well as technical accuracy, presentation and graphics. A senior project manager who is not otherwise assigned to the project completes the review. This provides a cross-check that our standards of quality are applied uniformly to all projects.

DEA has established internal procedures and policies to control cost on our projects as well. Our management information system (MIS) is a fully integrated, online project management and financial reporting system that allows our project managers to review project cost information on a daily, weekly or monthly basis. Report frequency is determined by the project and client needs. The financial reporting system used by DEA is Solomon VI for Windows, a SQL-based, client-server software program that has been built with industry-standard tools (MS Visual Basic, Seagate Crystal Reports, and FRx for Windows) and provides DEA with a flexible and comprehensive project/accounting information system.

Each project is assigned a project number as soon as the contract is signed. Tasks within each project are assigned labor function and expense codes. Each project team member records his or her time based on the project number and the task being performed. Project managers receive project cost reports using these charge codes. Project managers use this information to compare the percent of work completed to the percent of budget expended. The project budget status is shared with each team member at regular team meetings. Clients receive a monthly invoice showing project budget by task, cost per task for the month, cost to date by task for the project, percent of budget expended and percent of work complete. We require the same cost information from our subconsultants, and incorporate their project work and budget status into our reports to the client. At a minimum, the client receives reports of the budget status on a monthly basis throughout the project.

In our experience, the key to maintaining schedules for projects is to set a realistic schedule at the beginning. We must incorporate adequate time for coordination with federal, state and local regulatory agencies, assuring compliance with regulations, codes and policies, as well incorporating adequate time for the physical production of the work products. We use electronic scheduling systems (such as MS Project)



and actively monitor all events to keep all team members informed of project issues, their tasks, and the schedule. These schedules are Critical Path Method schedules, identifying duration, sequence and dependencies for all project tasks, including milestones and final submittal dates.

QUALITY CONTROL PLAN

As mentioned previously, DEA currently has in place a Total Quality Management Program and Office Plan in each of the 26 offices corporate wide. The Engineering Plan Review in place in the DEA Southern California offices is a three-stage process with a quality control checklist (condensed) below.

ENGINEERING PLAN REVIEW

The Quality Control Checklist (QCC) is an implementation strategy that helps achieve the highest quality of DEA construction documents and reports.

The QCC has four parts; one for general items and three for specific items related to civil engineering. Drafters use the QCC as a guide for information needed on a typical set of plans. Designers use it as a guide in assembling and implementing the project design. The main use of the QCC is for the plan review. The QCC user recognizes that each project is unique and to use the QCC accordingly.

Once a plan review is finished, the completed form is returned to the project manager along with the plans. The project manager is responsible for evaluating and resolving noted omissions or conflicts and for assembling and returning the final QCC to the project file.

STAGE I - DESIGN INFORMATION REVIEW

Purpose. Check the accuracy of the information base and determine whether it is acceptable. Information that looks questionable should not be used until it is verified. The following steps apply to the review of survey data:

- All base survey information (topography, contours, closures, benchmarks, etc.) will be reviewed by an independent survey division member in the office and in the field. The person who prepared the calculations will initial all computer plots transmitted from survey to design and then by the person who checked the calculations, with the date of the check.
- Upon receipt of the survey data, the design team member will review the data for completeness and accuracy, and verify that the calculations have been checked.

STAGE II - FATAL FLAW REVIEW

Purpose. In the early stages of the project, a fatal flaw review will be implemented to identify relevant issues and potential design problems. *This review is intended to be an interactive process between the client manager, project manager, project designer, and the fatal flaw reviewer.* The fatal flaw review must answer the following questions:

- Has sufficient information been collected to resolve design problems (e.g. surveys, existing records, and regulatory requirements)? Do we have sufficient local knowledge?
- Have design alternatives been considered? Discussing ideas at weekly discipline meetings is an excellent way to consider alternatives.
- Is the design sound and workable? Does it fit the existing conditions?



Implementation. In the early stages of the project, the client manager or project manager will establish a fatal flaw review date and designate a fatal flaw reviewer. The fatal flaw reviewer will have extensive experience with the type of project to be reviewed. The fatal flaw reviewer will be someone outside the design team. The reviewer will be kept informed of project progress prior to the fatal flaw review. The fatal flaw review is objective. There are two basic considerations in a fatal flaw review:

- Review the design for functional and dysfunctional elements.
- Review the design for flaws in the design concept, which may be the result of insufficient or erroneous information.

DEA uses a fatal flaw review form. A completed fatal flaw review form will be kept in the project file.

- In the case of a functional design determination, the fatal flaw review form should be noted as such and filed in the project file. The project may then proceed as scheduled.
- In the case of a dysfunctional design determination, the discipline leader, client manager, and project manager will review the fatal flaw determination.
 - If the determination is upheld, the discipline manager should assist the designer in the redesign of the project and establish a schedule for a second review.
 - If the determination is not upheld, the discipline manager will document the review and recommendations on the fatal flaw review form. The form should then be filed in the project file.

STAGE III - PLAN SET AND REPORT REVIEW

Purpose. A "yellow out" review of the plan sheets is the final check before the product leaves the office. Calculations are marked with a yellow pencil to signify that they have been checked and are correct. Actual changes will be made with a red pencil. Comments to the drafter will be made with a green pencil.

- Plan set and report review includes math checks, identifying conflicts with other design or report elements, and constructability checks.
- Plan set and report review will be conducted by someone who has not been directly involved in the design, drafting or authorship.

The "yellow out" copy is filed in the project review file along with the complete and signed Quality Control Checklist.



BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 7 of the RFP.

1. List the governmental agencies and private institutions for which your firm has provided harbor engineering services during the last five years. (At least 5 years' experience in the field must be demonstrated.)

Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number	Description of Services
		LA County Beaches & Harbors	13837 Fiji Way Marina del Rey, CA 90292	Joe Chelser	310.305.9533	Beach water quality, storm drain and water circulator improvement plans
2002	2003	County of LA Dept of Public Works	900 So Fremont, 6th Fl Alhambra, CA 91803	Steven Ross	626.458.4316	Wetland walkway concept report and PS&E for 1,200 ft path
2006	2008	City of Long Beach	2760 No Studebaker Rd Long Beach, CA 90815	Sharon Gates	562.570.3124	Surveying, plan development and 35% construction docs for stream restoration
2002	2003	County of LA Dept of Public Works	900 So Fremont, 11th Fl Alhambra, CA 91803	Denise Noble	626.458.4344	Alternatives analyses Las Virgenes Creek restoration
2003	2005	City of Vancouver	210 E 13th Vancouver, WA 98668	Pat McDonnell	360.735.8873	Landscape architecture, recreation facilities
		See attached document				

2. How many full-time workers does your firm employ? 1106

3. Attach an organizational chart or describe the organization of your firm: See attached documentation

4. Attach copies of financial statements (balance and income statements) for the last full fiscal year and any partial year through at least December 31, 2002. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements Confidential financial statements provided in sealed envelope

5. Credit references. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
Bills Blueprint	2920 Rockefeller Ave. Everett, WA 98201	Vendor		425.259.0859
Boise Cascade Office Products	P.O. Box 44526 San Francisco, CA 94144	Vendor		503.286.8800
Consolidated Reprographics	P.O. Box 513865 Los Angeles, CA 90051-3865	Vendor		949.588.3839
Riverside Blueprint	P.O. Box 108 Riverside, CA 92502	Vendor		919.686.0530

6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract. Attached

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature: 

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer David Evans and Associates, Inc., the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.
2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.
3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.
4. **Antidiscrimination.**

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Jeffrey K. Rupp

Name

Signature

Vice President

Title

April 1, 2008

Date

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:FIRM NAME: David Evans and Associates, Inc.

☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 1,104

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	2	1	2	0	4	2
Hispanic/Latino	4	2	11	2	43	18
Asian or Pacific Islander	9	3	5	4	28	17
American Indian	0	0	1	1	5	3
Filipino	0	0	0	0	0	0
White	204	54	55	21	381	222

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	.08 %	.84 %	3.06 %	0 %	0 %	91.43 %
Women	.06 %	.07 %	.07 %	0 %	0 %	5.38 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Jeffrey K. Rupp		Vice President	April 1, 2008

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: David Evans and Associates, Inc.		
Company Address: 4200 Concoors, Suite 200		
City: Ontario	State: CA	Zip Code: 91764
Telephone Number: 919.481.5750		
Solicitation For (Type of Services): Harbor Engineering and Surveying Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

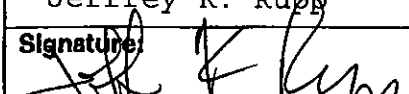
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Jeffrey K. Rupp	Title: Vice President
Signature: 	Date: April 1, 2008

CHARITABLE CONTRIBUTIONS CERTIFICATIONDavid Evans and Associates, Inc.**Company Name**4200 Concourses, Suite 200 Ontario CA 91764**Address**93-0661195**Internal Revenue Service Employer Identification Number****California Registry of Charitable Trusts "CT" number (if applicable)**

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.


SignatureApril 1, 2008**Date**Jeffrey K. Rupp Vice President**Name and Title of Signer (please print)**